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FIRST SESSION OF THE FORTY-FOURTH CONGRESS.

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# EXECUTIVE DOCUMENTS

PRINTED BY ORDER OF THE

HOUSE OF REPRESENTATIVES.

1875-'76.

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## IN SEVENTEEN VOLUMES.

Volume 1..No. 1, part 1, Foreign Relations, parts 1 and 2.	Volume 9..Nos. 14 to 21 inclusive.
Volume 2..No. 1, part 2, War, parts 1, 3, 4, and 2, volumes 1 and 2.	Volume 10..Nos. 22 to 33 inclusive, except No. 31.
Volume 3..No. 1, parts 3 and 4, (Navy and Postmaster.)	Volume 11..No. 31, Coast Survey.
Volume 4..No. 1, part 5, Interior, parts 1 and 2.	Volume 12..Nos. 34 to 158 inclusive, except Nos. 107 and 124.
Volume 5..No. 1, parts 6, 7, 8, 9, and Nos. 7 to 13 inclusive.	Volume 13..No. 124, Commerce and Navigation.
Volume 6..No. 2, Treasury.	Volume 14..Nos. 159 to 195 inclusive, except Nos. 166 and 191.
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# INDEX

TO

## THE EXECUTIVE DOCUMENTS

OF THE

### HOUSE OF REPRESENTATIVES OF THE UNITED STATES

FOR THE

#### FIRST SESSION OF THE FORTY-FOURTH CONGRESS.

Subject.	Vol.	Part.	No.
A.			
Absence, letter from the Secretary of War, regarding the, of Col. Emory Upton and other officers.....	14	.....	163
Agencies, letter from the Secretary of the Interior, relative to Red Cloud and Whetstone .....	10	.....	57
letter from the Secretary of the Interior, relative to supplies for Indians at the Red Cloud and Whetstone.....	12	.....	103
Alaska, letter relating to the jurisdiction of the War Department over.....	12	.....	135
letter from the Secretary of War, regarding the seal-fisheries of.....	10	.....	83
letter from the Secretary of the Treasury, regarding the seal-fisheries of.....	10	.....	43
American citizens, communication from the President, regarding the protection of, in the Ottoman Empire.....	14	.....	170
Army officers, letter from the Secretary of War, relative to the term of service of.....	10	.....	22
letter from the Secretary of War, furnishing a list of, who have signified their intention of entering foreign service.....	10	.....	78
letter relative to retired.....	12	.....	98
Chief Clerk of War Department, relative to pay and allowances of, on duty at Washington since March 4, 1869 .....	14	.....	174
Au Sable River, letter relative to survey of the.....	12	.....	121
Appropriations, message from the President, regarding necessary, for the next fiscal year .....	16	.....	190
exhaustion of, for the Sioux Indians, report of Colonel Merrill regarding the, forwarded by the President .....	12	.....	145
estimate of, forwarded by the Secretary of War.....	8	.....	5
list of, for improvements of rivers and harbors from 1924 to March 3, 1875 .....	12	.....	120
message from the President, regarding necessary, for the next fiscal year.....	14	.....	177
Astoria, letter from the Secretary of War, relative to a military road from Salem, Oreg., to.....	10	.....	26
Atlantic Ocean, letter from the Secretary of War, regarding water-communication between the, and the Mississippi River.....	12	.....	157
Attorney-General, letter from the, regarding the jurisdiction of the Court of Claims .....	14	.....	169
transmits annual report.....	9	.....	14
list of United States convicts.....	10	.....	63
papers concerning the case of W. P. Ross.....	12	.....	134

Subject.	Vol.	Part.	No.
Attorney-General, communication from the, regarding General O. E. Babcock .....	12	.....	142
Audit, board of, report of the .....	5	6	1
message from the President, transmitting final report of the.....	14	.....	160
B.			
Babcock, General O. E., letter from the Attorney-General, in regard to Belfast Bay, letter regarding the survey and harbor of.....	12	.....	142
Benicia, Cal., communication regarding the grounds of the United States arsenal at.....	10	.....	71
Big Sandy Creek, New York, letter relative to the survey of.....	12	.....	99
Black Hills, letter relative to the survey of.....	12	.....	92
Blumer, Eliza Jane, message from the President, relative to Bois Blanc, letter from the Secretary of War, regarding the military reservation at.....	12	.....	125
Bolivar Channel, letter from the Secretary of War, relative to a ship-channel between the mouth of San Jacinto River and, in Galveston Bay, Texas.....	14	.....	183
Bounty, letter from the Secretary of War, regarding, to colored soldiers, recruiting expenses, &c.....	10	.....	24
Bridge, letter from the Secretary of War, relative to a, over Saint Joseph Harbor, Mich.....	12	.....	96
Buildings, statement relative to, by the Treasury Department.....	12	.....	136
statement relative to the sale of, at Stonington, Conn.....	12	.....	130
Bureau, letter from Secretary of War, relative to the work of the late, of Refugees, Freedmen, and Abandoned Lands.....	10	.....	27
letter regarding the, of Refugees, Freedmen, and Abandoned Property .....	12	.....	144
	14	.....	179
C.			
Camp Cady, letter from the Secretary of War, regarding the military reservation at .....	10	.....	25
Cook, letter from the Secretary of War, regarding the military reservation at .....	10	.....	29
Douglas, letter from the Secretary of War, regarding the military reservation at.....	12	.....	97
Douglas, letter regarding the right of way through.....	10	.....	51
Canal, Chesapeake and Ohio, letter relative to the .....	12	.....	137
Louisville and Portland, letter relative to the .....	10	.....	67
Cape Fear, letter regarding the mouth of, river .....	10	.....	41
Cavalry, issue of clothing to five soldiers of Company C, Sixth United States .....	10	.....	74
Centennial Exhibition, Commissioners of, report of the .....	5	9	1
Central America, message from the President, relative to the commercial intercourse with.....	14	.....	185
Chesapeake Bay, letter relative to navigation from, to Pamlico Sound. letter relative to the, and Ohio Canal .....	10	.....	45
Chicago, letter from the Secretary of War, regarding the harbor at Chippewa River, Wisconsin, Chief Clerk of War Department, relative to survey of .....	12	.....	137
Civil-service act, message from the President, regarding the .....	10	.....	38
Claims, letter from the Secretary of War, relative to, before the Quartermaster and Commissary Departments, under the act of July 4, 1864 .....	10	.....	68
schedule of, allowed, forwarded from the Secretary of the Treasury .....	14	.....	157
Clark, Anna M., letter from the Secretary of the Interior, regarding the land-claim of.....	12	.....	138
Clinch, letter from the Secretary of War, regarding the survey of the, river .....	10	.....	64
Clinton River, letter from the Secretary of War, regarding the survey of .....	5	.....	12
	14	.....	188
	12	.....	121

Subject.	Vol.	Part.	No.
Coast Survey .....	11	.....	81
Coin, statement from the Secretary of the Treasury, regarding the amount of, in the Treasury .....	12	.....	123
statement showing the balance of, in the Treasury .....	14	.....	195
Collections, statement from the Secretary of the Treasury, relative to the, and expenses in collection-districts and ports of the United States for year ending June 30, 1875 .....	12	.....	122
Collins, letter from the Secretary of War, regarding issue of clothing to, and Hegree .....	10	.....	54
W. T., letter from the Secretary of the Interior, regarding claim of .....	12	.....	146
Colorado, letter from the Secretary of War, regarding communication with Southern, and New Mexico .....	14	.....	172
Commerce and navigation .....	13	.....	124
Commercial intercourse, message from the President, regarding the, with New Mexico and Central America .....	14	.....	185
relations .....	15	.....	166
Commissioner, Centennial Exhibition, report of the .....	5	9	1
Commission, special, report of the, on public building in Baltimore—Secretary of the Treasury, Postmaster-General, Supervising Architect .....	10	.....	23
Consular and diplomatic bill, message from the President, in regard to the .....	14	.....	192
Contracts, list of, in the War Department, for 1875 .....	12	.....	95
Convicts, list of, furnished by the Attorney-General .....	10	.....	63
Court of Claims, letter from the Secretary of the Interior, regarding the .....	14	.....	167
letter from the Secretary of War, regarding the .....	14	.....	168
letter from the Secretary of the Treasury, in regard to the jurisdiction of the .....	14	.....	176
letter from the Attorney-General, in regard to the jurisdiction of the .....	14	.....	169
Cotton claims, letter from the Secretary of the Treasury, forwarding statement of .....	14	.....	189
Cuba, island of, correspondence relative to the, between Spain and the United States .....	12	.....	90
correspondence relative to the, between European governments .....	12	.....	100
Currency, Comptroller of the, transmits annual report .....	7	.....	3
Custom-house officials, letter from the Secretary of the Treasury, regarding the emoluments and fees of .....	10	.....	82
Custom-house. papers regarding, at Pittsburgh .....	12	.....	143
D.			
Deeds, recording of, in the District of Columbia, veto of H. R. 1962 from the President, relative to .....	14	.....	165
Deficiency, letter setting forth the amount of, for the year ending June 30, 1876 .....	12	.....	151
Deposits, letter from the Secretary of War, regarding the, of money with Army paymasters .....	10	.....	49
letter from the Secretary of War, regarding the, of money with Army paymasters .....	10	.....	50
letter from the Secretary of War, regarding the, of money with Army paymasters .....	10	.....	73
letter from the Secretary of War, regarding the, of money with Army paymasters .....	12	.....	111
letter from the Secretary of War, regarding the, of money with Army paymasters .....	12	.....	117
Depredations, letter from the Secretary of the Interior, in regard to Indian .....	12	.....	147
Detroit, letter from the Secretary of War, regarding the river at .....	10	.....	39
District of Columbia, Commissioners of, report of the .....	5	7	1
board of health, report of the .....	5	8	1

Subject.	Vol.	Part.	No.
<b>E.</b>			
Elk River, West Virginia, letter from the Secretary of War, in regard to survey of.....	10	.....	69
Emory River, letter from the Secretary of War, relative to survey of.....	14	.....	188
Empire, Ottoman, protection of American citizens in the.....	14	.....	170
Engineer Corps, letter from the Secretary of War, relative to the.....	14	.....	171
Enlisted men, letter from the Secretary of War, regarding the system of payment to.....	10	.....	48
list of, employed in Washington City.....	12	.....	153
list of, and horses employed at Washington.....	12	.....	109
European powers, correspondence between the United States and, relative to the island of Cuba.....	12	.....	100
Executive Departments, letter from board on behalf of United States, message from the President, relative to.....	12	.....	148
functions, message from the President, relative to the exercise of, in Washington and elsewhere.....	14	.....	162
Expedition, letter from the Secretary of War, regarding the military, against the Sioux.....	14	.....	184
Expenses, statement setting forth the contingent, of the Treasury Department for 1875.....	12	.....	155
Extradition treaty, documents relative to, with Great Britain, message from the President, transmitting.....	14	.....	173
documents relative to the, with Great Britain, message from the President, transmitting.....	14	.....	178
<b>F.</b>			
Flynn, William, letter relative to the relief of.....	12	.....	131
Foreign relations.....	1	1	.....
Fort Brown, letter regarding the jetties at, Texas.....	10	.....	40
Butler, letter regarding the military reservation at.....	12	.....	108
Cummings, New Mexico, letter regarding.....	10	.....	33
Griffin, letter regarding the Tonkawa Indians at.....	12	.....	102
Hamilton, letter regarding losses by fire at.....	10	.....	32
Harker, letter regarding the military reservation at.....	9	.....	19
Leavenworth, Kans., letter from the Secretary of War, in regard to new hospital at military prison at.....	10	.....	31
letter from the Secretary of War, regarding losses by fire at.....	10	.....	53
Monroe, letter regarding new barracks at.....	10	.....	30
Sill, letter from the Secretary of War, regarding matters at.....	14	.....	175
<b>G.</b>			
Geneva award, message from the President, sending the correspondence regarding the.....	12	.....	140
Germain, Catharine and Sophia, letter from the Secretary of the Interior, regarding.....	10	.....	59
Gold and silver, letter from the Secretary of the Treasury, in regard to the stamp-tax on, manufactures.....	5	.....	9
Gold, statement of amount of, available for specie payment.....	12	.....	133
Grasshopper sufferers, letter from the Secretary of War, in regard to the.....	10	.....	28
Great Britain, working classes of, the Secretary of the Treasury transmits papers relating to the, and other countries.....	9	.....	21
<b>H.</b>			
Harbor, letter relative to bridge over, at Saint Joseph.....	12	.....	136
of refuge, letter relative to.....	10	.....	37
Harbors and rivers, list of appropriations made for improvement of, from 1824 to March 3, 1875.....	12	.....	120
Harbor and river bill, message from the President, regarding the.....	14	.....	190
Harlem River, letter from the Secretary of War, regarding the.....	10	.....	37
Hegree, letter regarding issue of clothing to, from Secretary of War.....	10	.....	54

Subject.	Vol.	Part.	No.
Hile, Joseph A., message from the President, regarding the case of..	12	.....	149
Howe, Charles, letter from the Secretary of the Interior, regarding the claim of.....	10	.....	58
Hutchinson, C. C., letter from the Secretary of the Interior, regarding the defalcation of.....	12	.....	139
I.			
Indian agents, message from the President, regarding.....	12	.....	128
commission, board of, message from the President, regarding the expenditures of the.....	12	.....	150
Department, disbursements in the, letter from the Secretary of the Interior, regarding the.....	8	.....	6
trust fund, veto of the President, relative to the transfer of certain.....	12	.....	118
trust fund, letter from the Secretary of the Interior, relative to the.....	9	.....	16
Indians, letter from the Secretary of the Interior, relative to the depredations of.....	12	.....	147
Miami, of Kansas, consolidation of the.....	12	.....	105
Ottawa and Chippewa, letter regarding the transfer of the trust-funds of the.....	12	.....	104
Pawnee, message from the President, regarding.....	12	.....	154
in Nebraska, letter from the Secretary of the Interior, regarding the.....	10	.....	80
Pottawatomie and Winnebago, of Wisconsin, letter relative to the.....	12	.....	85
letter from the Secretary of the Interior, relative to the supplies for Indians, at Red Cloud agency.....	12	.....	103
letter from Secretary of the Interior relative to the jurisdiction over, in certain States.....	12	.....	106
Sisseton and Wahpeton Sioux, letter regarding.....	10	.....	42
Sioux, report from Colonel Merrill, regarding the exhaustion of appropriations for the.....	12	.....	145
letter regarding the military expedition against the Tonkawa, at Fort Griffin, letter relative to the.....	14	.....	124
Winnebago, in Nebraska, letter relative to the.....	12	.....	102
Winnebago and Pottawatomie, in Wisconsin, letter from the Secretary of the Interior, regarding the.....	12	.....	101
the Secretary of the Interior, regarding the.....	12	.....	119
Issue of clothing to five soldiers of the Sixth United States Cavalry, letter relative to.....	10	.....	74
Internal Revenue Commissioner forwards annual report.....	7	.....	4
Interior, Secretary of the, report of the.....	4	5	1
communication from the, relative to disbursements in the Indian Department..	8	.....	6
communication from the, relative to the Government building at Santa Fé, N. Mex.....	5	.....	10
communication from the, relative to Ranch Panoche Grande.....	5	.....	11
communication from the, relative to the private land-claim of Anna M. Clark, Florida.....	5	.....	12
communication from the, relative to the contingent fund of the Interior Department.....	5	.....	13
communication relative to the transfer of Indian trust-funds.....	9	.....	15
communication from the, relative to the transfer of Indian trust-funds.....	9	.....	13
communication from the, relative to suspended entries of public lands.....	9	.....	17
communication regarding the Sisseton and Wahpeton Sioux Indians.....	10	.....	42
communication relative to the Red Cloud and Whetstone agencies.....	10	.....	57



Subject.	Vol.	Part.	No.
<b>Interior, Secretary of the, communication relative to the claim of Charles Howe</b> .....	10	.....	58
<b>communication relative to Catharine and Sophia Germain</b> .....	10	.....	59
<b>communication regarding the Pawnee Indians in Nebraska</b> .....	10	.....	80
<b>communication from the, relative to the interpreter at Klamath, Oreg.</b> .....	12	.....	84
<b>communication in regard to the Pottawatomie and Winnebago Indians in Wisconsin</b> .....	12	.....	85
<b>communication in regard to the Winnebago Indians of Nebraska</b> .....	12	.....	101
<b>communication in regard to the supplies for the Indians at Red Cloud agency</b> .....	12	.....	103
<b>communication in regard to the trust-funds of the Ottawa and Chippewa Indians</b> .....	12	.....	104
<b>communication in regard to the consolidation of the Miami Indians of Kansas and other tribes</b> .....	12	.....	105
<b>communication relative to the jurisdiction over Indians in certain States</b> .....	12	.....	106
<b>communication relative to the Winnebago and Pottawatomie Indians in Wisconsin</b> .....	12	.....	119
<b>communication relative to the survey of the Black Hills</b> .....	12	.....	125
<b>transmits report of the directors of the Union Pacific Railroad for 1875</b> .....	12	.....	127
<b>communication relative to the case of William P. Ross, from the</b> .....	12	.....	132
<b>communication from the, relative to the defalcation of C. C. Hutchinson</b> .....	12	.....	139
<b>communication from the, relative to the claim of William T. Collins</b> .....	12	.....	146
<b>communication from the, regarding Indian depredations</b> .....	12	.....	147
<b>communication in regard to the Court of Claims, from the</b> .....	14	.....	167
<b>communication from the, in regard to the condition of the Union Pacific Railroad</b> .....	14	.....	180
<b>communication from the, relative to the jurisdiction over Indians in certain States</b> .....	12	.....	106
<b>J.</b>			
<b>Jurisdiction, letter relative to the, of the War Department over Alaska</b> .....	12	.....	135
<b>K.</b>			
<b>Klamath, Oreg., letter from the Secretary of the Interior regarding the interpreter at</b> .....	12	.....	84
<b>L.</b>			
<b>Lauthoff, Robert, letter relative to the relief of</b> .....	12	.....	131
<b>Leece, J. C., letter from Secretary of War regarding</b> .....	40	.....	46
<b>Life-saving service, letter from the Secretary of the Treasury regarding the</b> .....	12	.....	156
<b>Little Tennessee River, letter relative to the survey of</b> .....	12	.....	141
<b>Lyford, Colonel, Commissioner Centennial Exhibition, report of</b> .....	5	9	1

Subject.	Vol.	Part.	No.
<b>M.</b>			
Mails, letter from Postmaster-General, relative to offers for carrying the .....	14	.....	191
Matinicus Island Harbor, relative to the survey of.....	10	.....	71
Meigs, Quartermaster-General M. C., letter regarding, from the Secretary of War .....	12	.....	110
Merritt, Colonel, report of, regarding exhaustion of supplies and appropriations for the Sionx Indians .....	12	.....	145
Mexico, letter from the President regarding the commercial intercourse with .....	14	.....	185
Michigan, Lake, letter relative to connecting, with the Wabash River .....	12	.....	86
Military reservation, letter from the Secretary of War regarding the, at Fort Harker .....	6	.....	19
Military reservation, letter from the Secretary of War, regarding the, at Bois Blanc .....	10	.....	24
Military reservation, letter from the Secretary of War, regarding the, at Camp Cady .....	10	.....	25
Military reservation, letter from the Secretary of War, regarding the, at Camp Cook .....	10	.....	29
Military reservation, letter from the Secretary of War, regarding the, at Camp Douglas .....	12	.....	97
Military reservation, letter from the Secretary of War, regarding the, at Fort Butler .....	12	.....	108
Mines and mining, report of Professor R. W. Raymond, on .....	14	.....	159
Mississippi River, letter relative to water-communication between the, and the Atlantic Ocean .....	12	.....	157
survey of the, between Saint Louis and Cairo .....	12	.....	126
Monongahela River, survey of the, letter regarding the .....	12	.....	91
Murphy & Good, letter from the Secretary of War regarding the case of .....	10	.....	76
<b>N.</b>			
Navy, Secretary of the, report of the .....	3	3	1
communication relative to Alaska seal-fisheries from the .....	10	.....	43
communication relative to the contingent fund of the Navy Department .....	10	.....	61
furnishes list of employes .....	10	.....	60
communication relative to officers of the Navy or Marine Corps .....	10	.....	65
communication relative to the construction of eight steam vessels of war, from the .....	12	.....	116
Narragansett Bay, letter from the Secretary of War relative to the survey of, Rhode Island and Connecticut .....	10	.....	70
New Jersey, letter from the Secretary of War in regard to the claims between, and Staten Island .....	10	.....	44
New Mexico, letter relative to the communication between, and Southern Colorado .....	14	.....	172
Noonan, Patrick, letter from the Secretary of War regarding .....	10	.....	52
Norse American Steamship Company, documents relative to the .....	10	.....	62
<b>P.</b>			
Pamlico Sound, letter relative to navigation between, and Chesapeake Bay .....	10	.....	45
Parents, Commissioner of, furnishes report for 1875 .....	12	.....	107
letter from the Secretary of War regarding the infringement of .....	12	.....	158
Paymasters, Army, letter relating to deposits with .....	10	.....	49
letter relating to deposits with .....	10	.....	50
Pikeville arsenal, letter relating to sale of .....	12	.....	114
Pittsburgh, papers relating to the custom-house at .....	12	.....	143
Postmaster-General, report of the .....	3	4	1

Subject.	Vol.	Part.	No.
Postmaster-General, report from the, relative to contingent expenses in the Post-Office Department.....	9	.....	20
report of the, in compliance with the act of June 8, 1872.....	10	.....	79
letter from the, relative to offers for carrying the mails.....	14	.....	191
Post-Office, Treasurer of the United States forwards accounts of the, Department.....	5	.....	7
letter showing the contingent expenses in the, Department.....	9	.....	20
Potomac River, letter from the Secretary of War, regarding the survey of the Eastern Branch of the, and other rivers and harbors...	12	.....	94
Powell River, relative to the survey of.....	16	.....	180
President of the United States, transmits annual message, &c.....	1	1	1
transmits correspondence between the United States Government and Spain in relation to the island of Cuba.....	12	.....	90
transmits correspondence with European governments in regard to Cuba.....	12	.....	100
veto in regard to transfer of certain Indian trust-funds.....	12	.....	118
communication from the, in regard to Indian agents.....	12	.....	128
transmits correspondence relative to the Geneva award.....	12	.....	140
transmits Colonel Merritt's report on exhaustion of appropriation for the Sionx Indians.....	12	.....	145
transmits papers relative to the board on behalf of United States Executive Departments.....	12	.....	148
transmits papers relative to the case of Joseph A. Hile.....	12	.....	149
transmits documents relative to the expenditures of the Board of Indian Commissioners.....	12	.....	150
transmits papers relating to the Pawnee Indians.....	12	.....	154
transmits final report of the board of audit of the District of Columbia.....	14	.....	160
transmits papers regarding the case of A. B. Steinberger.....	14	.....	161
communicates in regard to the exercise of executive functions in Washington and elsewhere.....	14	.....	162
transmits his veto of H. R. 1922 concerning the recording of deeds, &c., in the District of Columbia.....	14	.....	165
communication relative to the protection of American citizens in the Ottoman Empire.....	14	.....	170
transmits documents in regard to the extradition treaty with Great Britain.....	14	.....	173
communication in regard to the necessary appropriations for the next fiscal year.....	14	.....	177
transmits documents in regard to the extradition treaty with Great Britain.....	14	.....	178
transmits his veto of H. R. 1337, in the case of Nelson Tiffany.....	14	.....	182

Subject.	Vol.	Part.	No.
President of the United States, communication relative to Eliza Jane Blumer .....	14	.....	133
communication from, relative to the sequestration by the government of Great Britain of the property of an American citizen in New Zealand .....	14	.....	181
communication in regard to commercial intercourse with Mexico and Central America .....	14	.....	185
communication in regard to the civil-service act .....	14	.....	167
communication relative to river and harbor appropriation bill .....	14	.....	190
communication relative to the consular and diplomatic bill .....	14	.....	182
transmits his veto of H. R. 4085 .....	14	.....	193
H. R. 36 .....	14	.....	194
H. R. 2684 .....	14	.....	186
Public lands, letter from the Secretary of the Interior, regarding the suspended entries of .....	9	.....	17
Q.			
Quartermaster-General, report of claims from the .....	10	1	56
Quartermaster-General, Secretary of War forwards report of claims passed upon by the present Acting .....	10	2	56
R.			
Racine Harbor, letter regarding .....	12	.....	93
Rancho Panoche Grande .....	5	.....	11
Raymond, Professor R. W., report of, on mines and mining .....	14	.....	159
Revised Statutes, relative to repeal of section 2503 .....	12	.....	129
repeal of section 2503, letter from the Secretary of the Treasury, in regard to the .....	12	.....	129
Right of way, letter in regard to the, through Camp Douglas .....	10	.....	51
Ross, W. P., letter from the Attorney-General, regarding .....	12	.....	134
Secretary of the Interior .....	12	.....	132
S.			
Saginaw Bay, Michigan, letter relative to the survey of .....	12	.....	121
Saint Joseph, Mich., letter relative to bridge over the harbor at .....	12	.....	136
Salem, Oreg., letter relative to a military road from, to Astoria .....	10	.....	26
San Francisco, Cal., letter regarding the relinquishment of certain lands to the city and county of .....	12	.....	112
San Jacinto River, relative to a ship-channel from, to Bolivar Channel .....	12	.....	115
Santa Fé, letter relative to Government building at .....	5	.....	10
Seal-fisheries of Alaska, letter from the Secretary of the Navy .....	10	.....	43
Treasury .....	10	.....	83
Seamen, letter from the Secretary of State, relative to, as citizens, registered .....	9	.....	18
Signal-Officer, report of, transmitted by the Secretary of War .....	10	.....	75
Sinclair, J. B., letter from the Secretary of War, regarding .....	10	.....	34
Spain, correspondence between, and the United States relative to Cuba .....	12	.....	90
Specie payment, statement of amount of gold available for .....	12	.....	133
Stamp-duty, letter from the Secretary of the Treasury, relative to, on gold and silver manufactures .....	5	.....	9
State Department, letter from the Secretary of State, relative to contingent fund of the .....	5	.....	8
list of clerks and employes in the .....	9	.....	16
State, Secretary of, transmits communication relative to contingent fund State Department .....	5	.....	8

Subject.	Vol.	Part.	No.
State, Secretary of, communication from the, in regard to seamen registered as citizens.....	9	.....	18
transmits list of names of clerks and employés in Department of State .....	10	.....	66
Staten Island, letter from the Secretary of War, concerning channel between New Jersey and.....	10	.....	44
Statutes, Revised, letter from the Secretary of War, relative to omissions and errors in the.....	10	.....	33
Steinberger, A. B., message from the President, concerning.....	14	.....	161
Stonington, Conn., letter relative to the sale of buildings at.....	10	.....	27
Surplus fund, letter from Secretary of the Treasury, relative to balances in the.....	12	.....	152
T.			
Theune, Sergeant Herman, letter relative to the case of .....	10	.....	55
Thunder Bay, letter relative to the survey of .....	12	.....	121
Tiffany, Nelson, message from the President with veto of H. R. 1337 in the case of .....	14	.....	182
Treasury Department, statement in regard to the buildings of the statement relative to the contingent expenses in the, for year ending June 30, 1875 .....	12	.....	130
Treasury, Secretary of the, transmits annual report of the state of finances .....	6	.....	2
transmits estimates of appropriations .....	8	.....	5
transmits statement relative to stamp-duty on manufactures of gold and silver.....	5	.....	9
transmits papers relative to the working classes of Great Britain and other countries .....	9	.....	21
transmits documents relative to the Norse American line of steamships .....	10	.....	62
transmits schedule of claims allowed.....	10	.....	64
transmits documents relative to emoluments and fees of custom-house officials .....	10	.....	82
communication relative to the seal-fisheries in Alaska .....	10	.....	83
transmits statement of collections, expenses, &c., in collection-districts and ports of the United States for the year ending June 30, 1875 .....	12	.....	122
transmits statement of amount of coin in the Treasury .....	12	.....	123
transmits documents in regard to the repeal of section 2503, Revised Statutes.....	12	.....	129
transmits statement of buildings by the Treasury Department.....	12	.....	130
transmits statement of amount of gold available for specie payments .....	12	.....	133
transmits papers relative to the Pittsburgh custom-house .....	12	.....	143
transmits statement setting forth the amount of deficiency for the fiscal year ending June 30, 1876 .....	12	.....	151
transmits list of contingent expenses of the Department for 1875 .....	12	.....	155
communication relative to life-saving service, from the .....	12	.....	156
letter from the, relative to balances in the surplus fund.....	12	.....	158
communication from the, relative to the jurisdiction of the Court of Claims.....	14	.....	176
transmits statement relative to coin balance in the Treasury .....	14	.....	195
transmits statement relative to cotton claims .....	14	.....	199



Subject.	Vol.	Part.	No.
Treasurer of the United States, transmits accounts of the Post-Office Department.....	5	.....	7
Troops, letter from the Secretary of War in regard to the distribution of.....	10	.....	47
Trust-funds, letter regarding the, of the Ottawa and Chippewa Indians.....	12	.....	104
U.			
Union Pacific Railroad, report of the directors of the, for 1875.....	12	.....	127
statement regarding the condition of the.....	14	.....	180
Upton, Col. Emory, letter regarding the absence of.....	14	.....	163
V.			
Vienna Exposition.....	17	.....	196
Veto, the President transmits his, relative to the transfer of certain Indian trust-funds.....	12	.....	118
the President's, to H. R. 1922 relative to the recording of deeds, &c., in the District of Columbia.....	14	.....	165
the President's, to H. R. 4085.....	14	.....	193
the President's, to H. R. 36.....	14	.....	194
Vermillion Harbor, letter relative to.....	12	.....	88
Vessels of war, letter from the Secretary of the Navy regarding eight.....	12	.....	116
W.			
Wabash River, letter relative to connecting the, with Lake Michigan.....	12	.....	86
Washington, letter from the Secretary of War relative to the leak in the high-service reservoir of, aqueduct.....	10	.....	72
War Department, letter from the Secretary of War transmitting list of contingent expenses in the.....	12	.....	87
letter giving list of public property with bureaus of the, on November 30, 1875.....	12	.....	88
letter furnishing list of contracts in the, for 1875.....	.....	.....	.....
letter relative to the jurisdiction of the, over Alaska.....	12	.....	135
letter from Chief Clerk of, relative to survey of Chippewa River, Wisconsin.....	10	.....	68
statement of Chief Clerk of, relative to pay and allowances of officers on duty at Washington since March 4, 1869.....	14	.....	174
War, Secretary of, report of the.....	2	2	1
communication from the, relative to the Fort Harker military reservation.....	9	.....	19
communication from the, relative to the terms of service of Army officers.....	10	.....	22
communication from the, relative to the Bois Blanc military reservation.....	10	.....	24
communication from the, relative to the Camp Cady military reservation.....	10	.....	25
communication from the, regarding the military road from Astoria to Salem, Oreg.....	10	.....	26
communication from the, relative to the sale of buildings at Stonington, Conn.....	10	.....	27
communication from the, in regard to the relief of the grasshopper sufferers.....	10	.....	28
communication in regard to the Camp Cook military reservation.....	10	.....	29
communication from the, regarding new barracks at Fort Monroe, Virginia.....	10	.....	30
communication from the, in regard to hospital for Fort Leavenworth military prison.....	10	.....	31
communication from the, relative to the losses by fire at Fort Hamilton.....	10	.....	32

Subject.	Vol.	Part.	No.
War, Secretary of, communication from the, relative to Fort Cummings, New Mexico.....	10		33
communication from the, in regard to the case of James B. Sinclair .....	10		34
furnishes list of clerks employed in the War Department .....	10		35
communication from the, regarding inaccuracies and omissions in the Revised Statutes .....	10		36
communication from the, regarding the Harlem River, New York, also harbor of refuge, and Sturgeon Bay ship-canal.....	10		37
communication from the, regarding the harbor at Chicago.....	10		38
communication from the, regarding the Detroit River.....	10		39
communication from the, regarding the jetties at Fort Brown, Texas.....	10		40
communication from the, regarding the mouth of Cape Fear River .....	10		41
communication from the, regarding the channel between Staten Island and New Jersey.....	10		44
communication from the, relative to navigation from Chesapeake Bay to Pamlico Sound.....	10		45
communication from the, regarding the relief of J. C. Leefe .....	10		46
communication from the, regarding the distribution of United States troops.....	10		47
communication from the, relative to the system of paying enlisted men .....	10		48
communication from the, relative to deposits with Army paymasters .....	10		49
communication from the, relative to deposits with Army paymasters .....	10		50
communication from the, regarding the right of way through Camp Douglas reservation.....	10		51
communication from the, regarding Patrick Noonan .....	10		52
communication from the, regarding the losses by fire at Fort Leavenworth, Kansas .....	10		53
communication from the, regarding the issue of clothing to privates Hegree and Collins .....	10		54
communication from the, relative to the case of Sergeant Herman Theune .....	10		55
transmits Quartermaster-General's report of claims .....	10	1	56
transmits report of claims passed upon by the present acting Quartermaster-General .....	10	2	56
communication from the, regarding the Louisville and Portland Canal Company.....	10		67
communication from the, regarding the survey of Elk River, West Virginia.....	10		69
communication from the, regarding the survey of Naragansett Bay, Rhode Island and Connecticut .....	10		70
transmits documents in regard to survey of Matinicus Island Harbor and Belfast Bay and harbor .....	10		71
transmits report relative to the leak in the high-service reservoir of Washington aqueduct .....	10		72
communication from the, relative to money deposits with Army paymasters .....	10		73
communication from the, regarding the issue of clothing to five soldiers Company C, Sixth United States Cavalry .....	10		74
transmits report of Chief Signal-Officer regarding expenses, &c.....	10		75

Subject.	Vol.	Part.	No.
War, Secretary of, transmits papers in the case of Murphy and Good .....	10	.....	76
transmits papers relative to the claim of George Wright .....	10	.....	77
transmits list of officers of the Army who have signified their intention of entering foreign military service .....	10	.....	78
communication relative to the canal to connect the Wabash River with Lake Michigan .....	12	.....	86
transmits letter in regard to the contingent expenses of the War Department .....	12	.....	87
transmits inventories of public property in Bureaus of the War Department on November 30, 1875 .....	12	.....	88
communication from the, relative to the Vermilion Harbor, Ohio .....	12	.....	89
transmits report concerning the survey of the Monongahela River .....	12	.....	91
transmits report of the survey of the mouth of Big Sandy Creek, New York .....	12	.....	92
communication regarding the Racine Harbor .....	12	.....	93
transmits report of survey of the Eastern Branch of the Potomac River and other rivers and harbors .....	12	.....	94
transmits list of contracts of the War Department for 1875 .....	12	.....	95
communication regarding bounty to colored soldiers, recruiting expenses, &c. ....	12	.....	96
communication regarding military reservation of Camp Douglas .....	12	.....	97
communication relative to retired officers of the Army .....	12	.....	98
communication relative to United States arsenal grounds near Benicia, Cal .....	12	.....	99
communication regarding Tonkawa Indians at Fort Griffin, Tex .....	12	.....	102
communication from the, regarding Fort Butler military reservation .....	12	.....	108
transmits list of enlisted men employed in Washington .....	12	.....	109
transmits letter regarding Quartermaster-General M. C. Meigs .....	12	.....	110
communication regarding deposits of money with Army paymasters .....	12	.....	111
communication regarding relinquishment of certain lands to the city and county of San Francisco, Cal .....	12	.....	112
transmits list of United States property at Harper's Ferry .....	12	.....	113
communication in regard to the sale of Pikesville arsenal, Maryland .....	12	.....	114
communication from the, relative to the ship-channel between mouth of San Jacinto River and Bolivar Channel, in Galveston Bay, Texas ..	12	.....	115
communication from the, regarding deposits of money with Army paymasters .....	12	.....	117
transmits list of improvements made from 1824 to March 3, 1875, with appropriations for rivers and harbors .....	12	.....	120
communication from the, relative to survey of Saginaw River, Thunder Bay, Clinton and Au Sable Rivers, Michigan .....	12	.....	121
communication from the, relative to survey of Mississippi River, between Saint Louis and Cairo ..	12	.....	126
communication from the, regarding the claim for relief of Robert Lauthoff and William Flynn ..	12	.....	131

Subject.	Vol.	Part.	No.
War, Secretary of, communication from the, regarding the jurisdiction of the War Department over Alaska.....	12	.....	135
communication from the, relative to a bridge over the harbor of Saint Joseph, Mich.....	12	.....	136
communication from the, relative to the Chesapeake and Ohio Canal.....	12	.....	137
communication from the, relative to claims before the Quartermaster and Commissary Departments under act of July 4, 1864.....	12	.....	138
communication from the, relative to the survey of the Little Tennessee River.....	12	.....	141
furnishes list of men and horses in Government employ in Washington City.....	12	.....	153
communication from the, relative to water communication between the Mississippi River and the Atlantic Ocean.....	12	.....	157
letter from the, relative to the work of the late Bureau of Refugees, Freedmen, and Abandoned Lands.....	12	.....	144
letter from the, in regard to infringements on patents.....	12	.....	158
communication from the, regarding the absence from the United States of Col. Emory Upton and other officers.....	14	.....	163
transmits communication relative to reductions in estimates for fiscal year ending June 30, 1877.....	14	.....	164
communication from the, relative to the Court of Claims.....	14	.....	168
communication from the, regarding the Engineer Corps.....	14	.....	171
communication from the, regarding communication between Southern Colorado and New Mexico.....	14	.....	172
communication from the, regarding matters at Fort Sill.....	14	.....	175
communication from the, regarding Bureau of Refugees, Freedmen, and Abandoned Lands.....	14	.....	179
communication from the, relative to the military expedition against the Sioux.....	14	.....	184
communication from the, regarding the survey of Powell's, Clinch, and Emory Rivers, Tennessee.....	14	.....	188
Wisconsin, Chief Clerk of War Department, relative to survey of Chippewa River in.....	10	.....	68
Working-classes, papers relating to the, of Great Britain and other countries.....	9	.....	21
Wright, George, letter relative to the claim of.....	10	.....	77

TERMS OF SERVICE OF ARMY OFFICERS.

---

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A petition of one hundred officers of the Army, asking that the laws may be so amended as to permit officers who have served as regulars or volunteers to count that service.*

---

DECEMBER 20, 1875.—Referred to the Committee on Military Affairs and ordered to be printed.

---

The Secretary of War has the honor to transmit to the House of Representatives, petition of officers of the Army, asking that the laws may be so amended that, in computing length of service, for all purposes, officers of the Army be allowed to count all the time they have actually served, either in the regular or volunteer Army of the United States.

The request of the petitioners is respectfully recommended.

WM. W. BELKNAP,  
*Secretary of War.*

WAR DEPARTMENT,  
*December 17, 1875.*

---

THOMAS BARRACKS,  
HUNTSVILLE, ALABAMA,  
*November 27, 1875.*

SIR: For the officers whose names appear thereon, I have the honor very respectfully to forward the inclosed petition. The names which are marked thus (\*) were added at the request of the officers named, they not having had an opportunity to sign when the petition was circulated.

The legislation asked for seems to these petitioners but an act of simple justice, and they respectfully ask the General of the Army and the Hon. Secretary of War for their favorable indorsement.

I have the honor to be,

Very respectfully, your obt. servant,

H. CATLEY,  
*1st Lt. 2d Inf.*

THE HON. SECRETARY OF WAR,  
*Washington, D. C.*  
(Through the General of the Army.)



[First indorsement.]

HEADQUARTERS, THOMAS BARRACKS,  
HUNTSVILLE, ALABAMA,  
November 29, 1875.

Respectfully forwarded.

W. F. DRUM,  
Captain 2d Infantry, Commanding Post.

Through headquarters Dept. South, Louisville, Ky.

[Second indorsement.]

HEADQUARTERS DEPARTMENT OF THE SOUTH,  
Louisville, Ky., Dec. 1, 1875.

Respectfully forwarded to the Assistant Adjutant-General, headquarters of the Army.

C. MCKEEVER,  
Assistant Adjt. General,  
In absence of Department Comdr.

[Third indorsement.]

HEADQUARTERS OF THE ARMY,  
Saint Louis, Dec. 2, 1875.

Respectfully forwarded to the Secretary of War.

W. T. SHERMAN, General.

ADJUTANT-GENERAL'S OFFICE, Dec. 14, 1875.

Respectfully submitted to the Secretary of War. With the same propriety credit might be given for service as a cadet at the West Point Military Academy. It is believed that naval officers have credit, in some way, for their term at the Naval Academy.

E. D. TOWNSEND,  
Adjt. General.

*To the honorable the Senators and Representatives of the United States in Congress assembled :*

The undersigned, officers of the United States Army, beg respectfully to represent that there are quite a number of officers in the Army who have served in the ranks as regular or volunteer soldiers, and who have been promoted for some merit attaching to their service as enlisted men.

And your petitioners would further represent, that Congress, taking into consideration the slowness of promotion in the Army, has seen fit to permit the pay of Army officers to be increased at the rate of ten per centum for every five years' service as an officer, whether in the regular or volunteer service, and to provide that an officer may be retired after thirty years' service.

Your petitioners would therefore respectfully pray that the laws may be so amended, that in computing length of service, for all purposes, officers of the Army be allowed to count all the time they have actually served, either in the regular or volunteer Army of the United States.

And your petitioners will ever pray, &c.

- Wm. C. Bartlett,  
1st Lieut. Third Infantry.
- Wm. Gerlash,  
2d Lieut. Third Infantry.
- Donald McIntosh,  
1st Lieut. Seventh Cavalry.
- Jas. M. Bell,  
1st Lieut. Seventh Cavalry.
- D. Parker,  
Capt. Third Infantry.
- John A. Campbell,  
1st Lieut. Second Artillery.
- John McGilvray,  
1st Lieut. Second Artillery,  
and Bt. Capt. U. S. A.
- \*Henry A. Reed,  
2d Lieut. Second Artillery.
- \*Chas. Morton,  
2d Lieut. Third Cavalry.
- \*A. C. Taylor,  
1st Lieut. Second Artillery.
- \*E. L. Huggins,  
1st Lieut. Second Artillery.
- \*M. J. Fitzgerald,  
Capt. Ninth Infantry, U. S. A.
- James Stewart,  
Capt. Eighteenth Infantry.
- John Anderson,  
2d Lieut. Eighteenth Infantry.
- W. H. Miller,  
1st Lieut. Eighteenth Infantry.
- H. H. Adams,  
1st Lieut. Eighteenth Infantry.
- C. R. Paul,  
1st Lieut. Eighteenth Infantry.
- E. Leahy,  
1st Lieut. Eighteenth Infantry.
- W. H. McLaughlin,  
Capt. Eighteenth Infantry.
- Robt. F. Bates,  
1st Lieut. Eighteenth Infantry.
- D. H. Kelton,  
1st Lieut. Tenth Infantry.
- Alured Larke,  
2d Lieut. Tenth Infantry.
- H. B. Chamberlain,  
2d Lieut. Tenth Infantry.
- Chas. E. Bottsford,  
2d Lieut. Tenth U. S. Infantry.
- W. O'Connell,  
Capt. Fourth Cavalry.
- Jos. Rendlebrock,  
Capt. Fourth U. S. Cavalry.
- W. C. Hemphill,  
1st Lieut. Fourth U. S. Cavalry.
- Chas. E. Morse,  
Capt. Sixteenth Infantry, U. S. A.
- \*D. I. Ezekiel,  
1st Lieut. Fourth Infantry.
- \*Edwd. Allsworth,  
1st Lieut. Twenty-fifth Infantry.
- J. H. Van Derslice,  
Capt. Fourteenth Infantry.
- Robt. A. Lovell,  
2d Lieut. Fourteenth Infantry.
- David Krause,  
Capt. Fourteenth Infantry.
- Frank Taylor,  
2d Lieut. Fourteenth Infantry.
- Albert Austiu,  
1st Lieut. Fourteenth Infantry.
- S. McConihe,  
1st Lieut. Fourteenth Infantry.
- \*John O'Connell,  
1st Lieut. Eighth Infantry.
- \*Edward Lynch,  
2d Lieut. Eighth Infantry.
- \*Bishop Aldrich,  
1st Lieut. and R. Q. M. Eighth Infantry.
- \*John G. Bourke,  
2d Lieut. Third Cavalry, A. D. C.
- Charles G. Bartlett,  
Capt. Fourth Infantry.
- Alfred Morton,  
1st Lieut. and R. Q. M. Ninth Infantry.
- J. D. Devin,  
Capt. Ninth Infantry.
- Henry Seton,  
1st Lieut. Fourth Infantry.
- James T. Peale,  
1st Lieut. Second Cavalry.
- James Regan,  
1st Lieut. Ninth Infantry.
- William H. Bisbee,  
Capt. Fourth Infantry.
- Thos. F. Quinn,  
1st Lieut. Fourth Infantry.
- L. P. Bradley,  
Lieut. Col. Ninth Infantry.
- E. J. Spaulding,  
Capt. Second Cavalry.
- H. C. LaPoint,  
2d Lieut. U. S. Cavalry.
- Butler D. Price,  
1st Lieut. Fourth Infantry.
- James Henton,  
Capt. Twenty-third Infantry.
- W. C. Manning,  
1st Lieut. Twenty-third Infantry.
- R. H. Jackson,  
Capt. First Artillery,  
Bt. Brig. Genl.

- W. W. Barrett,  
1st Lieut. Sixteenth Infantry,  
Bvt. Lieut. Col. U. S. A.
- George M. Love,  
2d Lieut. Sixteenth Infantry,  
Bvt. Lieut. Col. U. S. A.
- Wm. Mills,  
Capt. Second Infantry.
- E. K. Kellogg,  
Capt. Eighteenth Infantry.
- L. S. Ames,  
1st Lieut. Second Infantry.
- Abner Haines, jr.,  
1st Lieut. Second Infantry.
- W. Falek,  
Capt. Second Infantry.
- James Ulio,  
1st Lieut. Second Infantry.
- H. F. Drum,  
Capt. Second Infantry.
- H. Catley,  
1st Lieut. Second Infantry.
- \* J. H. Whitten,  
2d Lieut. Fifth Infantry.
- Aug. McIntyre,  
2d Lieut. Second Infantry.
- H. B. Sarson,  
2d Lieut. Second Infantry.
- D. P. Hancock,  
Maj. Second Infantry.
- A. S. Daggett,  
Capt. Second Infantry.
- Sam. McKeever,  
1st Lieut. Second Infantry.
- Thos. Drury,  
1st Lieut. Second Infantry.
- A. W. Kroutinger,  
Capt. Second Infantry.
- Edward B. Moseley,  
Asst. Surg. U. S. A.
- W. J. Turner,  
2d Lieut. Second Infantry.
- S. E. Clark,  
2d Lieut. Second Infantry.
- \* Thomas Garvey,  
1st Lieut. First Cavalry.
- \* Wm. Logan,  
Capt. Seventh Infantry.
- W. Clifford,  
Capt. of Infantry.
- F. M. H. Kendrick,  
2d Lieut. Seventh U. S. Infantry.
- E. E. Hardin,  
2d Lieut. Seventh Infantry.
- W. K. Nelson,  
1st Lieut. Seventh Infantry.
- W. J. Reed,  
1st Lieut. Seventh Infantry.
- Daniel Robinson,  
1st Lieut. Seventh Infantry.
- Richd. Comba,  
Capt. Seventh Infantry.
- C. C. Gilbert,  
Lieut. Col. Seventh Infantry.
- Provided my later years of service be placed upon the same footing as the earlier years of the officers referred to in the petition.
- Guido Ilges,  
Maj. Seventh Infantry.
- James H. Bradley,  
1st Lieut. Seventh Infantry.
- Charles A. Booth,  
2d Lieut. Seventh Infantry.
- John Hamilton,  
1st Lieut. First Infantry.
- D. F. Callinan,  
1st Lieut. First Infantry.
- Thomas Britton,  
Edward Collins,  
Capt. Seventeenth Infantry.
- W. B. McLaughlen,  
Capt. Fourth Cavalry.
- S. Gunther,  
Capt. Fourth Cavalry.
- H. H. Crews,  
1st Lieut. Fourth U. S. Cavalry.
- H. Sweeney,  
1st Lieut. Fourth U. S. Cavalry.
- Albert L. Myer,  
2d Lieut. Eleventh Infantry.
- D. B. Taylor,  
1st Lieut. Eleventh Infantry.
- A. C. Taylor,  
1st Lieut. Second Artillery.
- Mason Jackson,  
Capt. Eleventh Infantry.

PUBLIC BUILDINGS AT BALTIMORE, MARYLAND.

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REPORT  
OF  
THE SPECIAL COMMISSION,

COMPOSED OF

*The Secretary of the Treasury, the Postmaster-General, and the Supervising Architect, on the Government buildings at Baltimore.*

---

JANUARY 5, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

---

WASHINGTON, D. C.,  
January 3, 1876.

SIR: On the 18th of December, 1875, the House of Representatives adopted the following resolution :

"*Resolved*, That the Secretary of the Treasury, Postmaster-General, and Supervising Architect, a commission heretofore appointed under the direction of this House, be requested to transmit to this House, at an early day, their report upon the improvements alleged to be required by the commercial position and growing trade of the city of Baltimore."

In accordance with this request the undersigned have the honor to report that, at the instance of a sub-committee of the Committee on Appropriations of the last Congress, they visited the city of Baltimore on the 19th of May, 1875, examined into the condition of the present custom-house and post-office buildings, and also, at the request of the mayor and other citizens of Baltimore, examined certain proposed sites for a new Government building. Several central and eligible sites for a new building were pointed out, but, on careful inspection of the buildings now in use by the officers of the Treasury and Post-Office Departments in that city, we are of opinion that the accommodations are sufficient for the business at present transacted by the two Departments named.

In view of the prosperity and probable future growth of the city of Baltimore, it seems likely that new buildings will hereafter be required at that place for the customs and post-office service; but at present the buildings used for these purposes are centrally located and appear to

furnish all reasonable and proper facilities for the transaction of the public business, and, in consideration of the present condition of the country and of the treasury, we are unwilling to recommend an appropriation for a new building at Baltimore.

Very respectfully, your obedient servants,

B. H. BRISTOW,  
*Secretary of the Treasury.*  
MARSHALL JEWELL,  
*Postmaster-General.*  
WM. A. POTTER,  
*Supervising Architect.*

Hon. MICHAEL C. KEEB,  
*Speaker of the House of Representatives.*

○

BOIS BLANC ISLAND MILITARY RESERVATION.

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LETTER

FROM

THE SECRETARY OF WAR,

INVITING

*Attention to his letter of December 7, 1874, relative to the military reservation on Bois Blanc Island, Michigan, and renewing the recommendations therein made.*

---

JANUARY 5, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

---

The Secretary of War has the honor to invite the attention of the House of Representatives to his letter of December 7, 1874, with reference to the military reservation on Bois Blanc Island, Michigan.

As no action has been taken in this matter, and as the reservation is no longer needed for military purposes, the recommendation that an act be passed authorizing the transfer of the same to the custody of the honorable the Secretary of the Interior for disposition under the public-land laws, is respectfully renewed.

WM. W. EELKNAP,  
*Secretary of War.*

WAR DEPARTMENT, December 31, 1875.

○



CAMP CADY MILITARY RESERVATION.

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LETTER

FROM

THE SECRETARY OF WAR,

INVITING

*Attention to his letter of April 22, 1874, relative to the Camp Cady military reservation in California, and asking authority to relinquish the same to the custody of the Secretary of the Interior.*

---

JANUARY 5, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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The Secretary of War has the honor to invite the attention of the United States Senate to his letter of April 22, 1874, relative to the Camp Cady military reservation, California, and recommending legislation authorizing the sale of said reservation, it being no longer needed for military purposes.

The reservation being still under control of this Department, and a cause of expense, while no longer of any use for military purposes, authority is respectfully requested to relinquish the same to the custody of the Hon. Secretary of the Interior, for disposition according to existing laws relative to the sale of the public lands.

WM. W. BELKNAP,  
Secretary of War.

WAR DEPARTMENT,  
December 20, 1875.

○





MILITARY ROAD FROM ASTORIA TO SALEM, OREGON.

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LETTER

FROM

THE SECRETARY OF WAR,

RELATIVE TO

*The military road from Astoria to Salem, Oregon.*

---

JANUARY 5, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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The Secretary of War has the honor to transmit to the House of Representatives copy of the correspondence concerning the military road from Astoria to Salem, in Oregon, and as the road is no longer needed for military purposes, the recommendations of the commanding general, Department of the Columbia, and of the governor of the State of Oregon, are concurred in, that the road be surrendered to the counties through which the same is located, and legislation authorizing the transfer is respectfully requested.

WM. W. BELKNAP,  
*Secretary of War.*

WAR DEPARTMENT, *December 20, 1875.*

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ASTORIA, OREGON, *December 10, 1874.*

SIR: I am directed by the county court of Clatsop County, State of Oregon, to respectfully inquire of you the status of the military road, constructed about twenty years ago, from Astoria to Salem, by the War Department. This road has, ever since its construction, been used by the settlers as a public road, and the county of Clatsop, through which it runs for a distance of about forty miles, has caused public money and labor applicable to public roads to be expended upon it so as to keep it in a passable condition, regarding it as a public road. Of late, parties owning lands through which it runs have claimed, and are now exercising, the right of fencing the road so as to prevent travel thereon. I would, therefore, respectfully ask if the Department, or Government, has relinquished its jurisdiction or proprietorship over said road.

Yours, respectfully,

R. R. SPEDDEN,  
*County Clerk Clatsop County.*

Hon. SECRETARY OF WAR,  
*Washington, D. C.*

2      MILITARY ROAD FROM ASTORIA TO SALEM, OREGON.

[Indorsement.]

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*Washington, January 2, 1875.*

Respectfully referred to the Chief of Engineers for remark.  
E. D. TOWNSEND,  
*Adjutant-General.*

OFFICE CHIEF OF ENGINEERS,  
*Washington, January 7, 1875.*

Respectfully returned to the Adjutant-General United States Army.  
There is no information in this Office that the military road has ever been relinquished by the War Department, and it is believed that the fencing off of said road is illegal.

A. A. HUMPHREYS,  
*Brigadier-General and Chief of Engineers.*

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*Washington, January 11, 1875.*

Respectfully returned to the Secretary of War, with report from the Engineer Department.

E. D. TOWNSEND,  
*Adjutant-General.*

WAR DEPARTMENT, *January 13, 1875.*

Respectfully returned to the Adjutant-General to refer to General Howard for report.

By order of the Secretary of War:

H. T. CROSBY,  
*Chief Clerk.*

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*Washington, January 16, 1875.*

Respectfully referred to the commanding general Department of the Columbia for report.

To be returned.

By order of the Secretary of War:

E. D. TOWNSEND,  
*Adjutant-General.*

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,  
*Portland, Oreg., February 18, 1875.*

Respectfully referred to Maj. N. Michler, Corps of Engineers, for remarks:

By command of Brigadier-General Howard,

H. CLAY WOOD,  
*Assistant Adjutant-General.*

UNITED STATES ENGINEER OFFICE,  
*Portland, Oreg., March 1, 1875.*

Respectfully returned to the commanding general Department of the Columbia.

The required information is not to be obtained from files of this office. It has been sought after from prominent citizens, among others Hon. Matthew P. Deady, judge United States district and circuit courts. The latter states that the road has not been relinquished by the United States Government. It is still styled the "military road." From reports made by those who passed over it during the late river ice-blockade, it must be almost impassable for pedestrians, and most undoubtedly so for wagons. It is useless for Government purposes. Should a road be required, it is said that a better location can be selected, and less money expended in building it than in any effort to improve the present one so as to render it a practicable route. A note was addressed to the surveyor-general of Oregon for information, but no reply has as yet been received.

N. MICHLER,  
*Major of Engineers.*

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,  
*Portland, Oreg., March 1, 1875.*

Respectfully referred to the surveyor-general State of Oregon, Eugene City, Oreg., for remarks.

Nothing is on record at these headquarters about this road.

H. CLAY WOOD,  
*Assistant Adjutant-General.*

UNITED STATES SURVEYOR-GENERAL'S OFFICE,  
*Eugene City, Oreg., March 6, 1875.*

Respectfully returned to the assistant adjutant-general, Department Columbia.

Nothing on file in this office in regard to this road.

BEN. SIMPSON,  
*Surveyor-General of Oregon.*

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,  
*Portland, Oreg., March 18, 1875.*

Respectfully returned to the Adjutant General of the Army, inviting attention to the indorsement \* \* of Maj. N. Michler, Corps of Engineers. The previous indorsement contain all the information that can be procured in relation to this matter.

O. O. HOWARD,  
*Brigadier-General, Commanding.*

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*Washington, April 2, 1875.*

Respectfully returned to the Secretary of War, with reports from the Department of the Columbia.

E. D. TOWNSEND,  
*Adjutant-General.*

WAR DEPARTMENT, *April 8, 1875.*

Respectfully referred to the Chief of Engineers for information when this military road was constructed, and how the land was acquired.

What has been the custom as to relinquishing control over military roads when no longer required for military purposes?

By order of the Secretary of War:

H. T. CROSBY,  
*Chief Clerk.*

OFFICE OF THE CHIEF OF ENGINEERS,  
*Washington, April 14, 1875.*

Respectfully returned to the Hon. Secretary of War.

The following are the acts of Congress making appropriations for the construction and completion of a military road from Astoria to Salem, in Oregon Territory:

Act approved February 17, 1855, (construction) .....	\$30, 000
Act approved March 2, 1857, (completion).....	10, 000
Act approved June 14, 1858, (completion) .....	30, 000

The road was surveyed by an officer of Topographical Engineers, in 1855, and its construction was completed in 1860.

It is inferred, from the acts cited, that the road runs in its entire length, of about one hundred and twenty miles, through United States lands.

No precedents can be found in this Office to show what has been the custom as to relinquishing the control over military roads when no longer required for military purposes; but it is supposed that such relinquishments cannot be lawfully made by any authority short of an act of Congress.

A. A. HUMPHREYS, •  
*Brigadier-General and Chief of Engineers.*

DEPARTMENT OF JUSTICE,  
*Washington, D. C., May 13, 1875.*

SIR: I have considered the subject of your communication of the 5th instant, in relation to the military road from Astoria to Salem, in Oregon. This road was surveyed and the construction thereof commenced in 1855, while Oregon was still a Territory, and was not completed until 1860, after the admission of Oregon as a State. The work was done under the direction of the Secretary of War, pursuant to the acts of Congress of February 17, 1855, March 2, 1857, and June 14, 1858. (10 Stats., 608; 11 Stat., 163, 337.)

You state that the engineer officer at Portland, Oreg., reports the road no longer needed for military purposes, and you request to be informed "in what legal manner the control of the War Department over the same can be relinquished."

It is clearly an appropriate function of your Department to determine how far the road may be needed for military purposes, and to use or disuse it accordingly. But, except by the mere disuse or abandonment of the road for those purposes, I know of no mode in which the control of the Department over it can be relinquished. To vacate it entirely,

would, perhaps, require the sanction of Congress; but such sanction is not necessary to the abandonment of its use for the time.

I have the honor to be, very respectfully,

GEO. H. WILLIAMS,  
*Attorney-General.*

Hon. W. W. BELKNAP,  
*Secretary of War.*

[Indorsements.]

WAR DEPARTMENT,  
*May 15, 1875.*

Respectfully referred to the Adjutant-General for his information, and if the road is no longer needed for military purposes, a report to that effect to be made, in order that Congress may be requested to authorize its relinquishment.

By order of the Secretary of War:

H. T. CROSBY,  
*Chief Clerk.*

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*Washington, May 19, 1875.*

Respectfully referred to the Chief of Engineers, inviting attention to instructions of the Secretary of War indorsed hereon; and with request that this paper be returned to this Office, together with previous paper sent from War Department to Engineer Bureau, May 10, 1875.

E. D. TOWNSEND,  
*Adjutant-General.*

OFFICE OF THE CHIEF OF ENGINEERS,  
*Washington, June 5, 1875.*

Respectfully returned to the Adjutant-General, with the previous papers referred to, and concurrence in the report of Major Michler of 12th April, 1875, herewith, that "the road is useless for Government purposes."

A. A. HUMPHREYS,  
*Brigadier-General and Chief of Engineers.*

Inclosures to preceding indorsements:

OFFICE OF THE UNITED STATES SURVEYOR-GENERAL,  
*Eugene City, Oreg., March 6, 1875.*

SIR: I have the honor to acknowledge the receipt of your communication of the 20th ultimo, desiring information in relation to the United States military road between Astoria and Salem, in this State. In reply, I have to state that the records of this office furnish no information whatever concerning the road in question.

I am, sir, very respectfully, your obedient servant,

BEN. SIMPSON,  
*Surveyor-General.*

Maj. N. MICHLER,  
*United States Engineers, Portland, Oreg.*

UNITED STATES ENGINEER OFFICE,  
Portland, Oreg., March 9, 1875.

SIR: In addition to the indorsement of this office, dated March 1, on communication referred by the commanding general of the Department of the Columbia, respecting the military road between Astoria and Salem, I have the honor to inclose herewith copy of a letter of the surveyor-general of Oregon, of the 6th instant, on the same subject.

Very respectfully, your obdt. servant,

N. MICHLER,  
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,  
Chief of Engineers, U. S. A., Washington, D. C.

UNITED STATES ENGINEER OFFICE,  
Portland, Oreg., April 12, 1875.

SIR: In reply to Department letter of the 27th ultimo, I have the honor to state that the communication referred to in my letter of March 9, was that of the county clerk of Clatsop County, Oregon, addressed to the Secretary of War, relative to a military road between Astoria and Salem. This communication was referred by the War Department to the Chief of Engineers for information, and subsequently to the commanding general Department of the Columbia. It was then referred by the latter officer to this office, and returned with the following indorsement:

Respectfully returned to the commanding general Department of the Columbia.

The required information is not to be obtained from the files of this office. It has been sought after from prominent citizens; among others, Hon. Matthew P. Deady, Judge United States district and circuit courts. The latter states that the road has not been relinquished by the United States Government. It is still styled the "Military Road." From reports made by those who passed over it during the late river ice-blockade, it must be almost impassable for pedestrians, and most undoubtedly so for wagons. It is useless for Government purposes. Should a road be required, it is said that a better location can be selected, and less money expended in building it than in any effort to improve the present one, so as to render it a practicable route. A note was addressed to the surveyor-general of Oregon for information, but no reply has as yet been received.

Very respectfully, your obedient servant,

N. MICHLER,  
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,  
Chief of Engineers, U. S. A., Washington, D. C.

Indorsements continued:

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
Washington, June 8, 1875.

Respectfully referred, through headquarters of the Army, to the commanding general Military Division of the Pacific, for his information; also, for report and recommendation as to the propriety of relinquishing military control over the road in question.

To be returned.

By order of the Secretary of War:

E. D. TOWNSEND,  
Adjutant-General.

HEADQUARTERS MILITARY DIVISION PACIFIC,  
*San Francisco, June 19, 1875.*

Respectfully referred to the commanding officer, Department of the Columbia, for report and recommendation as to the propriety of relinquishing military control over the roads surveyed and constructed by the Government in the years 1855-'60, between Astoria and Salem, Oregon.

By order of Major-General Schofield :

J. C. KELTON,  
*Lieutenant-Colonel, A. A. Genl.*

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,  
*Portland, Oreg., June 28, 1875.*

Respectfully referred to his excellency L. F. Grover, governor of Oregon, for perusal of these papers, and to please return them with any recommendation that may suggest itself to him.

O. O. HOWARD,  
*Brigadier-General, Commanding.*

STATE OF OREGON, EXECUTIVE OFFICE,  
*Salem, July 10, 1875.*

Respectfully returned to the commanding general of Department of the Columbia, concurring in the opinion that an act of Congress will be required to vacate a military road of the United States; and in case the proper authorities deem a military road from Astoria to Salem no longer necessary, I suggest that the act of Congress, instead of vacating, be so framed as to surrender this road to the counties through which the same is located, to wit: Clatsop, Washington, Yam Hill, and Polk, so that those counties may severally adopt and continue as county roads such portions of the same as may be deemed expedient, and vacate such portions as are deemed of no public importance.

L. F. GROVER,  
*Governor of Oregon.*

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,  
*Portland, Oreg., July 27, 1875.*

Respectfully returned to the assistant adjutant-general, division headquarters.

The military road from Astoria to Salem, Oreg., is no longer needed for military purposes, and the relinquishing military control over said road is recommended. I concur with Governor Grover in the suggestion that the road be surrendered to the counties through which the same is located.

O. O. HOWARD,  
*Brigadier-General, Commanding.*

HEADQUARTERS MILITARY DIVISION PACIFIC,  
*San Francisco, August 2, 1875.*

Respectfully returned to the Adjutant-General, (through headquarters of the Army,) recommending that the suggestion of the governor of Oregon be adopted.

J. M. SCHOFIELD,  
*Major-General.*



HEADQUARTERS OF THE ARMY,  
*Saint Louis, August 10, 1875.*

Respectfully returned to the Adjutant-General.

By command of General Sherman :

JNO. M. BACON,  
*Colonel and A. D. C.*

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
*November 22, 1875.*

Official copies.

E. D. TOWNSEND,  
*Adjutant-General.*

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SALE OF BUILDING AT STONINGTON, CONNECTICUT.

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LETTER

FROM

THE SECRETARY OF WAR,

RELATIVE TO

*A small brick structure erected in 1813 at Stonington, Conn., and asking for its sale.*

---

JANUARY 6, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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WAR DEPARTMENT, *December 20, 1875.*

The Secretary of War has the honor to transmit to the House of Representatives copies of papers relative to a small brick structure erected in 1813 at Stonington, Conn., and referred to in the papers as an arsenal.

The Chief of Ordnance reports that this property is of no use to the United States, and authority for its sale is therefore respectfully requested.

WM. W. BELKNAP,  
*Secretary of War.*

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UNITED STATES STEAMER POWHATAN,  
*Norfolk, Va., November 4, 1875.*

DEAR SIR: I have the honor to inclose you a note from Mr. Matthews, superintendent of the railroads of Stonington, Conn. I visited that ancient city the past summer. When there the authorities called my attention to the arsenal. Powder is kept there, and any mischievous boys could do a great deal of damage. That ground would now sell for much more than would erect another building farther out of the city. This would remove the anxiety of many who live around the present building.

Very respectfully, &c.,

JAS. E. JOUETT,  
*Captain, Commanding.*

Hon. W. W. BELKNAP,  
*Secretary of War.*

SUPERINTENDENT'S OFFICE,  
STONINGTON AND PROVIDENCE RAILROAD,  
*Stonington, November 1, 1875.*

MY DEAR SIR: I write you these few lines to ask if you will use your influence with the Secretary of War to have the United States arsenal in this village removed. It is a small brick building, 39 feet long, 26 feet wide, 10 feet height of walls, wood roof, covered with shingles. When it was built it was far removed from any dwellings in the village, but now the place has grown all round it. One large dwelling is only 18 feet from it, and my dwelling, on the other end, is only 55 feet from it. There are two old cannon in it of no use, except as trophies. We feel it is not only very unsightly, (being covered in front all the time with all sorts of show-bills,) but very unsafe. There has been very recently powder stored there, sufficient to blow up a large portion of the place. A match could have been thrown by some mischievous boy through one of the vent-holes on the powder.

If you can do anything to remove it, you will have the thanks of all the inhabitants.

Very truly, yours,

ANDREW S. MATTHEWS.

Capt. JAMES E. JOUETT.

Referred from War Department to Chief of Ordnance for report.

[Indorsement.]

ORDNANCE OFFICE, WAR DEPARTMENT,  
*Washington, Nov. 12, 1875.*

Respectfully returned to the Secretary of War, with the following report:

The building herein referred to as an "arsenal," is a small brick structure erected in 1813, and in which were placed two eighteen-pounder iron guns, which had been used by the citizens of Stonington in defense of their town during the war of 1812. After the war of 1812 these guns were about to be removed to one of the United States arsenals, but, at the solicitation of the inhabitants of Stonington, were allowed to remain, and a person was employed by the Government to take care of the building and guns. In April, 1826, upon the recommendation of the Chief of Ordnance, the Secretary of War authorized the transfer of the buildings and guns to the town authorities, upon condition that, "as long as the Government shall permit the same to remain at Stonington, their future care and preservation shall be without expense to the United States." (See papers inclosed.) The charge was accepted by the citizens of Stonington in letter to Chief of Ordnance dated May 2, 1826. Nevertheless, the building was allowed to fall into decay, and repeated applications were made to the War Department to have the necessary repairs made by the Government. These applications were refused, (see letters of Chief of Ordnance to Secretary of War, dated February 5, 1855, and March 21, 1857,) on account of the work properly belonging to the citizens, under their agreement, and because there was no money available for that purpose. Congress, however, in the session of 1857-'58, appropriated \$750 for the purpose of putting the building and guns in repair, and, in accordance with the recommendation of the Chief of Ordnance the work was done under the supervision of an Ordnance officer, detailed for the purpose in July, 1858. Since that time this De-

partment has had nothing to do with the arsenal, nor has any communication relating to it ever been received until the present time.

As this property is of no use to the United States, and as its use for the storage of powder by the authorities of Stonington, or with their consent, has given dissatisfaction to the residents in the immediate neighborhood, it is respectfully recommended that authority be asked of Congress for its sale.

(Signed)

S. V. BENÉT,  
*Brigadier-General, Chief of Ordnance,*

[Inclosures to preceding indorsement.]

ORDNANCE DEPARTMENT,  
*Washington, April 21, 1826.*

*To the proper Town Authorities of Stonington, Conn. :*

I am directed by the Secretary of War to invite your attention to the public property at Stonington, now under the charge of Mr. John Dennison, consisting of a small building, two 18-pounder iron cannon, with their equipments.

It will be recollected that in 1823, when it was determined to remove these cannon, &c., and rent out the building, with a view of relieving the Government from the expense attending the concern at Stonington, the measure was objected to by the citizens of that place, and in consequence of the objections the order which had been issued for the removal of the guns, &c., was countermanded. Things accordingly remained as they were, and the Government has been continued to be called on for the expense of this case as before; but the intention was (though indistinctly expressed in my letter of the 30th July, 1823, to Messrs. S. F. Dennison, Ira Hart, P. Babcock, and others on the subject) that this should not be the case—that the citizens of Stonington, at whose particular request the guns were retained, should be called upon to provide for their preservation. It appears to be but fair, in this case, that the Government should be relieved from the task of doing it. Mr. Dennison has been allowed for this duty about \$114.75 per annum, which, while it is admitted to be small in amount, is conceived to be disproportionate to the public interest in the articles in question, and upon that ground could not be continued. But it is presumed it would be more agreeable to the citizens of Stonington, if by furnishing the very little means necessary for the preservation of these memorials of their patriotism and valor, they could obtain the exclusive control of them, to undertake to do so. It is therefore proposed to deliver over to you the house and guns now in charge of Mr. Dennison, on condition that they be well taken care of while at Stonington, free from any expense to the United States.

Should you accede to this proposition, it is desired that the transfer be made immediately, as Mr. Dennison will be relieved from the charge of them after the 30th instant, and is instructed that, should you apply to him, to make the delivery to you, upon your furnishing him with a voucher of the form inclosed, which contains a correct list of the property as returned to this Department.

I have the honor, &c.,

GEO. BOMFORD,  
*Bvt. Col., on Ordnance Service.*

[Accepted by the town 2d May, 1826. See ml. of Wm. W. Rodman, on file of that date.]

[FORM.]

Mr. JOHN DENNISON,  
*Superintendent, &c.:*

SIR: You will please to deliver to ——— the care and custody of the public building, together with the following ordnance and ordnance-stores now under your charge, viz:

2 18-pounder iron cannon;  
 2 18-pounder traveling-carriages;  
 2 sets drag-ropes;  
 2 worms and ladles;  
 2 sponges and rammers;  
 4 hand-spikes;  
 3 trail-spikes;  
 2 match-spikes;  
 1 powder-horn;  
 6 boxes for cartridges;  
 2 copper tubes for cartridges;  
 119 18-pounder shot;  
 150 grape-shot;

All which is hereby acknowledged to be received, on condition that, as long as the Government shall permit the same at Stonington under this arrangement, they shall be kept in repair and good order, free from any charge or cost to the United States. Signed duplicates.

(Signed)

*Mayor of Stonington.*

(On the back to be indorsed:)

STONINGTON, April —, 1826.

Received of Mr. John Dennison, United States storekeeper, the building, ordnance, and ordnance stores, as within enumerated. Signed duplicates.

(Signed)

By whoever is named in the order.

Mr. JOHN DENNISON,  
*Superintendent of Public Stores and Store-house, at Stonington Conn.:*

SIR: You will please to deliver to W. W. Rodman the care and custody of the public building, together with the following ordnance and ordnance-stores now under your charge, viz:

2 18-pounder iron cannon.	2 match-spikes.
2 18-pounder traveling carriages.	1 powder-horn.
2 sets drag-ropes.	6 boxes for cartridges.
2 worms and ladles.	2 copper tubes for cartridges.
2 sponges and rammers.	119 18-pounder shot.
4 hand-spikes.	150 grape-shot.
3 trail-spikes.	

All which is hereby acknowledged to be received on condition that, as long as the Government shall permit the same to remain at Stonington under this arrangement, they shall be kept in repair and good order, free from any charge or cost to the United States.

STONINGTON, 2d May, 1826.

Received of Mr. John Dennison, United States storekeeper, the building, ordnance, and ordnance-stores as within enumerated. Signed duplicates.

(Signed)

WILLIAM W. RODMAN,  
*Superintendent of Public Stores on behalf of the Boro' of Stonington.*

## [FORM.]

Mr. JOHN DENNISON,

*Superintendent of Public Stores and Store-house, at Stonington, Conn.:*

SIR: You will please to deliver to ——— the care and custody of the public building, together with the following ordnance and ordnance-stores now under your charge, viz:

2 18-pounder iron cannon.	2 match-spikes.
2 18-pounder traveling-carriages.	1 powder-horn.
2 sets drag-ropes.	6 boxes for cartridges.
2 worms and ladles.	2 copper tubes for cartridges.
2 sponges and rammers.	119 18-pounder shot.
4 hand-spikes.	150 grape-shot.
3 trail-spikes.	

All which is hereby acknowledged to be received, on condition that, as long as the Government shall permit the same to remain at Stonington under this arrangement, they shall be kept in repair and good order, free from any charge or cost to the United States. Signed duplicates.

(Signed)

STONINGTON, May 2d, 1826.

Received of Mr. John Dennison, United States storekeeper, the building, ordnance, and ordnance-stores as within enumerated. Signed duplicates.

(Signed)

WILLIAM W. RODMAN,

*Superintendent of Public Stores on behalf of the Boro' of Stonington.*

## [Endorsements.]

Respectfully returned to the Chief of Ordnance for report as to the title to the land on which this building is erected.

By order of the SECRETARY OF WAR:

(Signed)

H. T. CROSBY,  
*Chief Clerk.*WAR DEPARTMENT,  
November 16, 1875.ORDNANCE OFFICE, WAR DEPARTMENT,  
Washington, November 18, 1875.

Respectfully returned to the Secretary of War, with a copy of the deed of the tract of land upon which the arsenal building is situated.

S. V. BENÉT,  
*Brigadier-General, Chief of Ordnance.*

[Inclosure to preceding indorsement.]

To all people to whom these presents shall come, greeting:

Know ye that I, Robert Palmer, of Stonington, in the State of Connecticut, for the consideration of fifty dollars, received, to my full satisfaction, of Elisha Tracey, esq., agent for the War Department, do give, grant, bargain and sell, and confirm unto the United States of America a lot of ground situated in said Stonington, containing six square rods, bounded upon the west by the main road, on a line running three rods north from the southwest corner of a lot owned by Mr. Jonathan Phelps; thence easterly two rods; thence southerly two rods to the said land of Mr. Phelps; thence westerly to the first-mentioned bound, and is the

same land on which the said Tracey has built an arsenal for the use of said United States, to have and to hold the above-granted premises, with the appurtenances thereof, unto them, the said United States, forever, to their own proper use and behoof. And also I, the said Robert Palmer, do, for myself and for my heirs, executors, and administrators, covenant with the said United States that, at and until the ensembling these presents, they shall be well seized of the aforesaid premises, as a good, indefeasible estate in fee-simple, and have good right to bargain and sell the same in manner and form as above written, and that the same is free of all incumbrances whatsoever.

And furthermore, I, the said Robert Palmer, do, by these presents, bind myself and my heirs forever to warrant and defend the above granted and bargained premises to the said United States against all claims and demands whatsoever.

In witness whereof I have hereunto set my hand and seal this 21st day of December, anno Domini 1809.

ROBERT PALMER. [SEAL.]

Signed, sealed, and delivered in presence of—

ELIJAH PALMER.

LOUISA PALMER.

NEW LONDON COUNTY, ss:

STONINGTON, *December 21, 1809.*

Personally appeared Robert Palmer, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed.

Before me.

ELIJAH PALMER,  
*Just. Pacis.*

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RELIEF OF GRASSHOPPER SUFFERERS.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*Reports of the Quartermaster-General and Commissary-General of Subsistence, made in compliance with the act of February 10, 1875, for the relief of grasshopper sufferers.*

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JANUARY 5, 1876.—Referred to the Committee on Agriculture and ordered to be printed.

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WAR DEPARTMENT,  
December 20, 1875.

The Secretary of War has the honor to transmit to the United States Senate and House of Representatives reports of the Acting Quartermaster-General and Commissary-General of Subsistence, made in accordance with the requirements of the act of Congress approved February 10, 1875, entitled "An act to provide for the relief of persons suffering from the ravages of grasshoppers."

WM. W. BELKNAP,  
*Secretary of War.*

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WAR DEPARTMENT,  
QUARTERMASTER-GENERAL'S OFFICE,  
Washington, D. C., December 6, 1875.

SIR: I have the honor to submit herewith, for transmittal to Congress, report of issues of Army clothing made in accordance with the act of February 10, 1875, to destitute and helpless persons living on the western frontier, who were rendered destitute by the ravages of grasshoppers.

Very respectfully, your obedient servant,

RUFUS INGALLS,  
*Acting Quartermaster-General, Bvt. Major-General, U. S. A.*

Hon. W. W. BELKNAP,  
*Secretary of War.*



*Report of Army clothing issued in accordance with act of Congress of February 10, 1875, to destitute persons on the western frontier who were rendered destitute by ravages of grasshoppers.*

Great-coats, infantry .....	10,004
Great-coats, mounted .....	4
Sack-coats, lined .....	1,413
Sack-coats, unlined .....	1,953
Uniform-coats .....	2,382
Trousers, infantry .....	533
Shoes, pairs .....	16,186
Boots, pairs .....	4,478
Shirts, flannel .....	689
Drawers .....	55
Jackets .....	349
Uniform-hats .....	1,594
Forage-caps .....	1,209
Blankets, woolen .....	8,454
Blankets, rubber .....	40
Ponchos, rubber .....	12

WAR DEPARTMENT,  
OFFICE COMMISSARY-GENERAL OF SUBSISTENCE,  
Washington, D. C., December 15, 1875.

SIR: In accordance with the requirements of the act of Congress approved February 10, 1875, entitled "An act to provide for the relief of persons suffering from the ravages of grasshoppers," I have the honor to submit the following report:

General Orders No. 12, dated February 11, 1875, from the War Department, copy annexed, marked "A," directed commanders of the Military Departments of the Platte, the Missouri, and Dakota to cause enrollments of the inhabitants of the several States and Territories within those departments who had been rendered destitute by the ravages of grasshoppers to be made, (children under twelve years of age to be rated separately;) these rolls to be turned over to officers of the Subsistence Department, who were to be designated by the Commissary-General of Subsistence, to make issues of food under his instructions.

In accordance with the provisions of this order, Major B. DuBarry, commissary of subsistence, was designated to disburse the funds and supervise the issues to the destitute in the Department of Dakota, Maj. John P. Hawkins, commissary of subsistence, in the Department of the Platte, and Capt. J. H. Gilman, commissary of subsistence, in the Department of the Missouri, and instructions were issued from this Office to each of the officers named, copy appended, marked "B." The ration, as indicated in these instructions, was three-quarters pound of salt or fresh pork, one pound of corn-meal; and to each one hundred rations, fifteen pounds of beans, ten pounds of green coffee or one and one-half pounds of tea, fifteen pounds of sugar, and three and three-quarters pounds of salt, half of the above quantities to be issued to children; but each officer was directed to confer with his department commander, to whom authority was given to modify or change the ration as fixed.

The authority to employ civilian agents, clerks, and laborers was rescinded in conformity with the decision of the Second Comptroller, dated February 26, 1875, a copy of which is appended, marked "C."

In but one department, that of the Missouri, was the attempt made to issue the ration as fixed by the Commissary-General of Subsistence, and in that it was soon found the number of destitute was so large that the amount of the appropriation would prove insufficient to meet the

demands for aid; consequently all issues, except of corn-meal and pork, had to be abandoned in that department, and even with the ration thus reduced it was found impossible to make issues for the full period of thirty days, so that to secure an equitable distribution of the available resources the issues were, by order of the department commander, made for shorter periods, depending upon the necessities of the destitute. In the departments of the Platte and Dakota the ration was modified, in the first issues, by the respective department commanders, according to what was considered to be for the best interests of the total number to be supplied, and the most economical expenditure of the amount of appropriation allowed each department. In the Department of the Platte issues were made for periods of thirty days; in the Department of Dakota, for periods of twenty-five days.

The three officers of the Subsistence Department selected to disburse this appropriation and issue the supplies, together with all the subordinate officers designated to assist them, were most zealous in the discharge of their duties, while the large number of destitute issued to—a total of one hundred and seven thousand five hundred and thirty-five persons, being sixty-three thousand five hundred and ninety-three adults and forty-three thousand nine hundred and forty-two children, to whom were distributed nearly two million rations—will bear witness to the magnitude of their work and the benefit of their labors. These large issues were made with comparatively little expense and but trifling waste of stores, and although there may have been some irregularities in issues and in the returns thereof, they are but slight and due to the want of skilled clerical labor, which this Department was not authorized to hire for this special purpose, and the inability of some of the department commanders to furnish a sufficient number of officers to assist in making the issues.

Appended will be found statements showing the amount of the appropriation drawn from the Treasury, the amount furnished to, and disbursed in, each department, and the amount returned to the Treasury; also, statements showing the total number issued to in each county, State, and department, together with the expenses of making the issues.

In connection herewith, the reports of Maj. B. DuBarry, Maj. John P. Hawkins, and Capt. J. H. Gilman, chief commissaries of subsistence of the Departments of Dakota, the Platte, and the Missouri, respectively, are respectfully submitted.

I am, very respectfully, your obedient servant,

R. MACFEELY,

*Commissary-General of Subsistence.*

HON. WILLIAM W. BELKNAP,  
*Secretary of War.*

A.

[General Orders No. 12.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
*Washington, February 11, 1875.*

In order to properly carry out the provisions of the act of Congress approved February 10, 1875, to provide for the relief of persons suffering from the ravages of grasshoppers upon the western frontiers, it is ordered by the President that the commanders of the Departments of the Platte, Missouri, and Dakota shall cause to be made, as soon as practicable, an enrollment of the inhabitants of the States and Territories

within those departments who have been rendered destitute by the ravages aforesaid which enrollment will, as far as practicable, group families together, giving the name of each person entitled to relief; children under twelve years of age to be rated separately. The time during which food may be required to be issued, and the most available points for issue, will be stated on all the rolls, and such other useful information as the officers having charge of the distribution may need. Applicants for supplies should make a statement on blanks furnished them of their resources convertible with safety to their families into a supply of food, and the names of such persons as may be found to have resources so convertible shall not be placed on the rolls until such resources are exhausted. It shall be the duty of the department commander to revise, as often as he may consider necessary, the rolls referred to, and correct the same from time to time as the exigencies of the case may require.

As fast as the rolls are made up they will be turned over in duplicate, under direction of the department commanders aforesaid, to the proper officers of the Subsistence and Quartermaster's Departments, who shall be designated to issue such food and clothing as may be provided under the appropriation made by the act; and the officers selected will issue the same upon the rolls furnished them, and will carry out the instructions of the Quartermaster and the Commissary General respecting the issue of the clothing, and purchase and issue of the food, as above provided.

Requisitions upon the Treasury for the amounts to be placed in the hands of the officers selected to disburse this fund will be made in the usual manner, and the disbursements will be accounted for under the rules in force respecting other disbursements in the Subsistence Department.

The transportation of the food and other supplies issued is to be considered a proper charge upon the appropriation made by this act.

The following is a copy of the act :

AN ACT to provide for the relief of persons suffering from the ravages of grasshoppers.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the President of the United States be, and he hereby is, authorized to direct the issue, through the proper officers of the Army temporarily, of supplies of food and disused Army clothing sufficient to prevent starvation and suffering and extreme want to any and all destitute and helpless persons living on the western frontier, who have been rendered so destitute and helpless by ravages of grasshoppers during the summer last past, and to report to Congress such issue of food and clothing. And the sum of one hundred and fifty thousand dollars, or as much thereof as may be necessary, is hereby appropriated, out of any money in the Treasury not otherwise appropriated, to carry out the provisions of this act.

SEC. 2. That this act shall expire on the first day of September, eighteen hundred and seventy-five.

Approved February 10, 1875.

By order of the Secretary of War :

E. D. TOWNSEND,  
*Adjutant-General.*

#### B.

WAR DEPARTMENT,  
OFFICE COMMISSARY-GENERAL OF SUBSISTENCE,  
*Washington, D. C., February 15, 1875.*

MAJOR: Under the provisions of General Orders No. 12, War Department, Adjutant-General's Office, current series, you are hereby designated to purchase food and issue the same to sufferers from the ravages of grasshoppers within the Department of Dakota, under the authority and requirements of the act of Congress approved February 10, 1875.

All moneys pertaining to the appropriation made by the above-mentioned act, and all supplies purchased therewith, will be accounted for monthly to this Office, on separate accounts-current, returns of provisions, &c.

Issues to sufferers will be made for periods of one month, on the rolls prescribed by the General Order above mentioned. The rolls upon which issues have been made will be entered on appropriate abstracts and filed as vouchers thereto. The abstracts, with their accompanying rolls, will be filed as vouchers to the return of provisions.

The ration for sufferers will, for the present, be as follows, viz, three-fourths of a pound of salt or fresh pork, one pound of corn-meal and beans, coffee or tea, sugar and salt, in the proportions authorized to be issued to enlisted men under existing regulations.

Full rations, as herein prescribed, will be issued to sufferers over twelve years of age, and half-rations to those under twelve years of age.

You will please request the commanding general of the Department of Dakota to detail as many officers and soldiers as may be necessary to enable you to carry into effect the intention of the law. You are also authorized to employ as many civilian agents, clerks, laborers, &c., as you may find to be necessary. You will consult freely with the commanding officer of the department, and should he at any time desire to diminish or modify the ration, as fixed by this Office, you will conform to his instructions.

You will please arrange for the transportation of the food, and pay the cost thereof out of the appropriation for the relief of sufferers.

This food is Government property, and is therefore entitled to the same benefits from subsidy or land-grant railroads as any other Government freight.

Immediately after the 1st of September next you will please prepare and transmit to this Office a report of your operations, to be submitted to Congress, as required by the terms of the law.

Very respectfully, your obedient servant,

A. E. SHIRAS,  
*Commissary-General of Subsistence.*

Maj. B. DUBARRY,  
*Commissary of Subsistence, Saint Paul, Minn.*

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[Circular.]

C.

WAR DEPARTMENT,  
*Washington City, February 26, 1875.*

The Second Comptroller of the Treasury has rendered the following decision in regard to the employment of civilians in the execution of General Orders No. 12, War Department, Adjutant-General's Office, current series: "I think the employment of civilians, as recommended by General Terry, would not be sanctioned by the law. The opinion of Attorney-General Rush and others, that the Executive may appoint agents to carry out the provisions of a general law, and pay them out of the appropriation made in the law, does not apply in this case. The law itself suggests the agents, and directs the issue to be made 'through the proper officers of the Army temporarily,' and, however inconsistent it may be to confine this duty to them, there is no legal authority to add to the list by the employment of civilians."

By order of the Secretary of War

H. T. CROSBY, *Chief Clerk.*

## RELIEF OF GRASSHOPPER SUFFERERS.

*Abstract of issues to grasshopper sufferers in the Department of the Missouri, made in accordance with act of Congress approved February 10, 1875.*

## STATE OF KANSAS.

MARCH, 1875.

Counties.	Number.		No. of days issued for.	No. of rations.	Shoulders.	Corn-meal.	Beans.	Coffee.	Sugar.	Salt.	Value.
	Adults.	Children.									
Barton .....	543	349	10	7,160	Pounds. 5,370	Pounds. 7,160	Pounds. 1,074	Pounds. 716	Pounds. 1,074	Pounds. 268½	\$414 13
Barbour .....	189	38	10	2,000	1,500	2,000	300	146	300	75	214 78
Edwards .....	84	29	10	985	738½	985	147½	98½	147½	361½	109 91
Jewell .....	1,429	851	5	9,638½	7,228½	9,638½	1,445½	963½	1,445½	361½	1,096 17
McPherson .....	453	.....	20	9,060	6,795	9,060	1,359	906	1,359	339½	1,030 44
Mitchell .....	1,261	.....	5	7,942½	5,956½	7,942½	1,191½	794½	1,191½	297½	1,903 31
Ness .....	109	83	5	752½	564½	752½	112½	35	52½	13½	70 08
Osborne .....	1,243	766	5	8,091	6,068½	8,091	1,213½	809½	1,213½	303½	920 20
Pawnee .....	186	108	10	2,400	1,800	2,400	360	240	360	90	272 96
Phillips .....	1,011	663	5	6,706½	5,029½	6,706½	1,065½	670½	1,065½	251½	762 72
Reno .....	460	363	10	6,065	4,548½	6,065	909½	606½	909½	227½	689 78
Rice .....	345	70	10	3,760	2,820	3,760	564	376	564	141	427 64
Rooks .....	317	194	5	2,063	1,547½	2,063	309½	206½	309½	77½	234 64
Rush .....	151	102	20	4,040	3,030	4,040	606	404	606	151½	459 48
Trego .....	14	10	7½	1,424	1,06½	1,424	21½	14½	21½	5½	16 20
Total .....	7,865	4,221	.....	70,806½	.....	.....	.....	.....	.....	.....	8,021 44



## Abstract of issues to grasshopper sufferers in the Department of the Missouri, &amp;c.—Continued.

## STATE OF KANSAS—Continued.

MAY, 1875.

Counties.	Number.		No. of days issued for.	No. of rations.	Shoulders. Pounds.	Corn-meal. Pounds.	Beans. Pounds.	Coffee. Pounds.	Sugar. Pounds.	Salt. Pounds.	Value.
	Adults.	Children.									
Clond.....	1,103	829	4	6,070	4,552½	6,070	910½	607	910½	277½	\$690 80
Dickinson.....	329	298	4	1,912	1,434	1,912	286½	191½	286½	71½	227 45
Ford.....	13	12	26	45	276	485	55½	.....	.....	.....	31 79
Jewell.....	2,627	1,647	5	17,252½	12,939½	17,252½	2,587½	.....	.....	.....	1,395 29
Morris.....	978	772	4	5,456	4,082	5,456	818½	.....	818½	204½	620 64
Ness.....	58	45	5	402½	301½	402½	69½	.....	.....	.....	32 55
Pottawatomie.....	870	732	10	12,360	9,270	12,360	1,854	.....	.....	.....	980 09
Riley.....	696	532	5	4,810	3,607½	4,810	721½	481	721½	180½	547 03
Russell.....	352	183	5	2,917½	1,631½	2,917½	332½	.....	.....	.....	179 33
Sedgwick.....	1,327	833	4	6,994	5,243½	6,994	1,049½	609½	1,049½	262½	774 28
Wallace.....	20	8	17	400	300	400	60	.....	.....	.....	32 35
Total.....	8,373	5,901	.....	58,359½	.....	.....	.....	.....	.....	.....	5,461 60

JUNE, 1875.

Butler.....	1,578	1,157	4	8,626	6,469½	8,626	1,293½	.....	.....	.....	703 13
Chase.....	461	271	10	5,965	4,473½	5,965	754½	.....	.....	.....	477 34
Clay.....	977	824	6	8,334	6,250½	8,334	1,250½	.....	.....	.....	674 00
Clond.....	1,105	835	6	9,105	6,824½	9,105	1,363½	.....	.....	.....	891 14
Cowley.....	1,609	1,100	4	8,636	6,477	8,636	1,245½	.....	.....	.....	762 69

Beckman	131	1,574	1,184	1,574	240	131	131	74
Ellis	320	2,404	2,151	2,404	430	320	320	95
Ellsworth	141	937	7,034	937	140	141	141	95
Purd	342	7,024	5,270	7,024	1,064	342	342	43
Graham	6	183	230	183	404	6	6	11
Harvey	47	307	2,404	307	488	47	47	77
Jackson	598	3,254	2,440	3,254	1,534	598	598	27
Jewell	453	10,259	7,034	10,259	2,587	453	453	27
Lyon	2,027	17,252	12,934	17,252	1,415	2,027	2,027	56
Marshall	697	9,435	7,076	9,435	1,181	697	697	05
Mitchell	1,020	14,545	10,904	14,545	2,181	1,020	1,020	06
Morris	1,870	12,125	9,093	12,125	1,814	1,870	1,870	02
Norton	978	8,184	6,138	8,184	1,927	978	978	11
Osborne	387	2,500	1,875	2,500	375	387	387	37
Ottawa	2,403	15,545	11,658	15,545	2,334	2,403	2,403	32
Phillips	666	4,122	3,091	4,122	1,248	666	666	04
Republic	1,272	8,330	6,247	8,330	1,033	1,272	1,272	25
Riley	1,252	5,108	3,611	5,108	1,722	1,252	1,252	61
Rooks	686	4,815	3,476	4,815	695	686	686	41
Russell	350	2,925	1,618	2,925	303	350	350	27
Saline	168	2,025	3,165	2,025	633	168	168	74
Smith	601	4,220	3,165	4,220	633	601	601	56
Trego	1,775	11,092	8,319	11,092	1,663	1,775	1,775	66
Washington	7	95	71	95	141	7	7	55
Wanbaunee	643	6,408	4,806	6,408	961	643	643	83
	623	5,274	3,953	5,274	791	623	623	53
Total	25,920	204,575	17,953	204,575	19,324	25,920	25,920	64

JULY, 1875.

Clay	977	824	2,778	2,083	416	977	977	32
Davis	394	305	2,860	2,140	429	394	394	36
Ellsworth	45	39	525	360	66	45	45	91
Graham	47	29	307	230	46	47	47	35
Harvey	396	428	4,860	3,645	729	396	396	19
Howard	1,566	1,281	17,652	13,239	2,647	1,566	1,566	22
Jefferson	705	533	19,806	14,854	2,970	705	705	91
Nemaha	527	455	7,545	5,658	1,131	527	527	41



*Abstract of issues to grasshopper sufferers in the Department of the Missouri, &c.—Continued.*

STATE OF KANSAS—Continued.

Counties.	Number.		No. of days issued for.	No. of rations.	Shoulders.	Corn-meal.	Beans.	Coffee.	Sugar.	Salt.	Value.
	Adults.	Children.									
Pottawatomie . . . . .	870	732	10	12,360	Pounds. 9,270	Pounds. 12,360	Pounds. 1,854	Pounds. 136	Pounds. .....	Pounds. .....	\$1,301 53
Rush . . . . .	63	54	3	291	218½	291	.....	.....	.....	60½	22 43
Russell . . . . .	451	275	5	3,092½	2,319½	3,092½	463½	.....	.....	.....	345 59
Smith . . . . .	1,775	887	5	11,092½	8,319½	11,092½	1,663½	133	222½	.....	1,271 76
Total . . . . .	3,051	5,867	.....	83,169½	.....	.....	.....	.....	.....	.....	8,436 98

AUGUST, 1875.

Counties.	Number.		No. of days issued for.	No. of rations.	Shoulders.	Corn-meal.	Beans.	Coffee.	Sugar.	Salt.	Value.
	Adults.	Children.									
Brown . . . . .	283	214	30	12,000	Pounds. 9,000	Pounds. 12,000	Pounds. 1,800	Pounds. 201	Pounds. 315	Pounds. 140	\$1,311 84
Marion . . . . .	564	423	9	5,235	5,235	6,980	1,047	.....	.....	.....	716 94
Washington . . . . .	663	486	5½	5,145	3,813	5,084	762½	.....	.....	.....	522 21
Wyandotte . . . . .	878	533	13½	15,115	11,336½	15,115½	2,272½	200½	315	133½	1,072 28
Total . . . . .	2,378	1,676	.....	39,240	.....	.....	.....	.....	.....	.....	3,623 27

TERRITORY OF COLORADO.  
APRIL AND MAY, 1876.

County.	Number.		No. of days issued for.	No. of rations.	Shoulders.	Corn-meal.	Beans.	Coffee.	Sugar.	Salt.	Value.
	Adults.	Children.									
Bent .....	5	2	60	360	Pounds. 270	Pounds. 360	Pounds. 54	Pounds. 18	Pounds. 27	Pounds. 64	\$ 6 04
Total .....	5	2	.....	360	.....	.....	.....	.....	.....	.....	36 04

*Summary of expenditures, issues, &c., in the Department of the Missouri.*

Amount of appropriation furnished the Department of the Missouri.....	\$63,000 00
Amount of appropriation expended in purchases of the stores issued.....	\$37,167 64
Amount of appropriation expended in issuing stores, embracing amounts paid for transportation, printing, telegraphing, enrollment-expense, wastage, loss of stores, &c.....	4,720 76
Amount of appropriation returned to United States Treasury.....	1,111 60
Total number of rations issued in the Department of the Missouri .....	63,000 00
Number of persons issued to, adults .....	591,990 4
Number of persons issued to, children .....	38,364
Total .....	26,076
Total .....	64,440

## Abstract of issues to grasshopper sufferers in the Department of the Platte, &amp;c.—Continued.

STATE OF NEBRASKA.

MARCH, 1875.

Counties.	Number.		No. of days issued for.	No. of rations.	Bacon.	Corn-meal.	Tea.	Sugar.	Salt.	Molasses.	Lard.	Value.
	Adults.	Children.			Pounds.	Pounds.	Pounds.	Pounds.	Pounds.	Gallons.	Pounds.	
Antelope.....	227	152	22	6,666	.....	13,500	.....	.....	280	.....	1,044	\$377 96
Adams.....	630	444	22	18,744	.....	37,500	96	1,187	840	.....	2,794	1,126 73
Butler.....	397	402	22	17,556	.....	35,200	96	923	560	.....	2,303	977 02
Boone.....	115	55	22	3,135	.....	6,300	32	302	280	.....	639	232 61
Buffalo.....	425	294	22	12,584	.....	25,200	64	902	560	.....	1,709	745 11
Colfax.....	316	239	22	9,581	.....	19,200	64	617	560	.....	1,283	564 98
Clay.....	602	403	22	17,677	.....	33,200	.....	.....	560	.....	2,077	813 02
Cedar.....	68	88	23	2,576	.....	5,200	32	290	280	.....	351	174 21
Dawson.....	465	277	22	13,277	.....	26,600	96	898	560	.....	1,644	765 52
Dixon.....	197	176	25½	7,267	.....	14,700	32	.....	280	.....	1,009	413 66
Furnas.....	630	411	22	18,381	.....	36,800	96	1,029	840	.....	2,411	1,059 15
Frontier.....	104	48	22	2,816	.....	5,700	32	299	280	.....	656	295 03
Fillmore.....	456	119	23	12,372	.....	25,300	64	750	560	.....	1,735	742 26
Franklin.....	636	431	22	18,733	.....	36,700	.....	.....	840	.....	2,408	908 88
Gosper.....	135	106	22	4,136	60	8,300	2	293	560	.....	690	272 82
Greeley.....	41	30	22	1,232	.....	2,500	7	297	280	.....	340	125 40
Hall.....	390	271	22	11,561	.....	23,200	.....	.....	560	.....	1,753	697 70
Harrison.....	901	538	22	25,740	.....	51,500	20	592	840	.....	3,481	1,431 29
Hitchcock.....	42	21	22	1,155	.....	2,300	6	300	280	.....	336	115 35
Howard.....	277	194	22	8,228	.....	16,500	64	614	280	.....	1,009	470 75
Hamilton.....	398	260	22	11,616	.....	23,300	64	598	560	.....	1,655	608 05

## RELIEF OF GRASSHOPPER SUFFERERS.

13

Representative	27th	30th	32d	10,534	20,100	307	643
Kearney	61	131	92	1,144	2,400	304	1,300
Kearney	79	131	92	3,761	7,000	304	364
Knox	239	305	92	9,350	14,700	.....	240
Laucater	245	245	92	7,546	15,100	64	240
Lincoln	196	245	92	3,278	6,600	.....	240
Madison	165	245	92	9,537	19,100	.....	240
Merrick	318	221	92	14,828	29,700	96	2,022
Merrick	346	481	92	1,221	2,500	.....	240
Nuckolls	42	42	23	15,048	30,300	96	2,046
Platte	632	408	18	9,867	19,800	64	1,306
Polk	241	22	92	1,683	3,400	.....	240
Phelps	61	31	22	6,890	13,900	64	1,010
Red Willow	260	169	20	9,317	18,700	.....	1,479
Saunders	302	243	22	4,675	9,400	32	755
Sherman	149	127	22	10,065	20,100	64	1,327
Saline	324	247	22	10,296	20,600	.....	1,392
Seward	328	247	22	1,067	2,200	.....	322
Seward	37	23	22	7,018	14,100	305	1,048
Taylor	236	166	22	2,409	4,900	303	323
Thayer	75	69	22	19,470	38,900	96	2,749
Valley	655	460	22	9,867	19,800	64	1,346
Webster	331	235	22	.....	.....	.....	.....
York	.....	.....	.....	.....	.....	.....	.....
Total	13,421	9,142	393,931	.....	.....	.....	22,416 03

## Abstract of issues to grasshopper sufferers in the Department of the Platte, &amp;c.—Continued.

STATE OF NEBRASKA—Continued.

APRIL, 1875.

Counties.	Number.		No. of days issued for.	No. of rations.	Corn-meal.	Salt.	Molasses.	Lard.	Value.
	Adults.	Children.							
Antelope .....	293	197	30	11,745	Pounds. 23,800	.....	.....	Pounds. .....	\$368 90
Boone .....	265	136	30	9,990	15,100	280	59	.....	239 24
Colfax .....	537	377	30	21,765	35,400	560	182	2,441	1,067 02
Clay .....	602	403	30	24,105	.....	.....	195	.....	117 00
Dawson .....	497	302	30	19,440	38,900	.....	.....	.....	595 17
Fillmore .....	710	577	30	29,955	48,900	.....	.....	.....	757 95
Gosper .....	135	106	30	5,640	10,800	.....	.....	.....	167 40
Greeley .....	60	39	30	2,385	4,800	.....	.....	.....	81 60
Hall .....	471	323	30	18,975	38,000	.....	.....	.....	589 00
Hitchcock .....	42	21	30	1,575	3,200	.....	.....	.....	49 60
Kountze .....	51	6	30	1,620	3,300	.....	.....	.....	56 10
Lincoln .....	105	88	30	4,470	8,900	.....	31	.....	184 39
Madison .....	436	337	30	18,135	36,300	.....	.....	.....	584 07
Merrick .....	955	650	30	38,400	57,900	840	.....	.....	918 87
Nuckolls .....	101	57	30	3,885	6,400	.....	.....	.....	99 20
Platte .....	614	30	30	27,615	53,700	840	.....	.....	1,128 92
Polk .....	466	293	30	18,375	34,000	.....	.....	1,390	520 20
Phelps .....	74	34	30	2,750	5,300	.....	.....	.....	79 50
Red Willow .....	245	133	30	9,345	18,600	.....	.....	.....	316 20
Saunders .....	481	318	30	19,200	36,800	560	.....	.....	584 65
Sherman .....	245	133	30	9,345	14,800	280	.....	.....	229 14
Saline .....	431	325	30	17,805	35,600	.....	.....	.....	605 20



## Abstract of issues to grasshopper sufferers in the Department of the Platte, &amp;c.—Continued.

STATE OF NEBRASKA—Continued.

MAY, 1875.

County.	Number.		No. of days issued for.	No. of rations.	Flour.	Value.
	Adults.	Children.				
Adams.....	520	360	30	21,000	31,500	\$708 75
Buffalo.....	320	214	30	12,900	19,200	421 22
Butler.....	808	489	30	31,600	47,400	1,066 50
Cedar.....	99	114	30	4,650	4,500	101 25
Clay.....	647	418	30	26,850	27,000	592 34
Dixon.....	355	134	30	12,960	10,800	243 00
Franklin.....	636	431	.....	18,337	27,000	607 50
Furnas.....	400	280	30	16,200	24,300	546 75
Hamilton.....	313	214	30	12,600	18,900	425 25
Harlan.....	901	538	.....	36,400	48,600	1,093 50
Howard.....	200	160	30	8,400	12,600	276 43
Jefferson.....	363	232	.....	11,400	17,100	384 75
Kearney.....	116	68	.....	3,000	4,500	101 25
Knox.....	305	239	.....	8,400	12,600	283 50
Lancaster.....	318	227	.....	14,340	12,600	283 50
Thayer.....	319	204	.....	14,055	12,600	283 50
Webster.....	637	449	30	25,845	27,000	607 50
Total.....	7,257	4,771	.....	278,967	.....	8,026 49

STATE OF IOWA.

H. Ex. 28—2

APRIL, 1875.

Counties.	Number.		No. of days issued for.	Corn-meal.	Tea.	Sugar.	Salt.	Lard.	Value.
	Adults.	Children.							
Dickinson.....	185	153	30	Pounds. 15,690	Pounds. 38 $\frac{1}{2}$	Pounds. 407	Pounds. 239	Pounds. 980 $\frac{1}{2}$	\$461 44
Emmett .....	222	171	30	18,450	46 $\frac{1}{2}$	467	286	1,153 $\frac{1}{2}$	541 47
Total .....	407	324	17,070						1,002 91

MAY, 1875.

Kossuth .....	687	252	28	45,895	114 $\frac{7}{8}$	1,187	708	2,864	\$1,398 26
Palo Alto .....	137	116	30	11,700	29 $\frac{1}{8}$	295	179	731 $\frac{1}{2}$	334 82
Total .....	824	368	28,614						1,733 08



*Summary of expenditures, issues, &c., in the Department of the Platte.*

Amount of appropriation furnished the Department of the Platte.....	\$48,000 00
Amount of appropriation expended in purchase of stores issued.....	\$44,052 71
Amount of appropriation expended in issuing stores, embracing amounts paid for printing, services, &c.....	2,684 66
Amount of appropriation returned to United States Treasury...	1,262 63
	<u>4E,000 00</u>
Total number of rations issued in the Department of the Platte.....	<u>1,081 122</u>
Number of persons issued to, adults.....	17,605
Number of persons issued to, children.....	11,621
	<u>29,226</u>

*Abstract of issues to grasshopper sufferers in the Department of Dakota,  
made in accordance with act of Congress approved February 10, 1875.*

## STATE OF MINNESOTA.

APRIL, 1875.

Counties.	Number.		No. of days issued for.	No. of rations.	Shoulders.	Flour.	Value.
	Adults.	Children.					
Blue Earth.....	30	36	25	1,200	<i>Pounds.</i> 550	<i>Pounds.</i> 1,100	\$77 96
Jackson.....	458	370	25	16,075	8,067½	16,075	1,080 44
Martin.....	109	75	25	3,662½	1,831½	3,662½	259 57
Nicollet.....	46	72	25	2,050	1,056	2,050	143 61
Nobles.....	350	242	25	11,775	5,937½	11,537½	776 69
Renville.....	322	319	25	12,037½	6,088	11,720½	835 47
Sibley.....	162	104	26½	5,671	2,868½	5,612½	386 25
Watonwan.....	316	363	25	12,437½	6,218½	12,437½	881 50
Total.....	1,793	1,581	.....	64,908½	.....	.....	4,451 49

MAY, 1875.

Brown.....	382	333	25	13,712½	6,856½	13,712½	\$971 86
Cottonwood.....	643	462	25	21,850	10,925	21,850	1,470 87
Faribault.....	262	186	25	8,875	4,437½	8,875	637 86
Jackson.....	244	217	25	8,812½	4,406	8,812	594 69
Lac-qui-parle.....	4	4	25	150	75	150	10 48
Lincoln.....	59	45	26½	2,160	1,124	2,162½	160 55
Lyon.....	149	99	25	4,962½	2,540	4,962½	364 73
Martin.....	724	485	27½	26,578	13,380½	26,586½	1,919 14
Murray.....	359	272	25	12,375	6,118½	12,237½	834 37
Redwood.....	106	95	25	3,837½	1,918½	3,837	270 39
Rock.....	382	257	25	12,762½	6,381	12,762	845 91
Yellow Medicine..	43	31	25	1,462½	735	1,462½	102 54
Total.....	3,357	2,486	.....	117,538	.....	.....	8,187 39

*Abstract of issues to grasshopper sufferers in the Department of Dakota,  
 &c.—Continued.*

## TERRITORY OF DAKOTA.

MAY, 1875.

Counties.	Number.		No. of days issued for.	No. of rations.	Shoulders.	Flour.	Value.
	Adults.	Children.					
Armstrong .....	8	6	25	275	<i>Pounds.</i> 137½	<i>Pounds.</i> 275	\$18 70
Bonhomme .....	253	217	25	9,037½	4,518½	9,037½	614 55
Brooking .....	28	21	25	962½	481½	962½	67 37
Clay .....	455	475	25	17,312½	8,656½	17,312½	1,177 35
Devils .....	15	12	25	525	262½	525	35 69
Hanson .....	18	11	25	587½	293½	587½	44 82
Hutchinson .....	10	11	25	387½	193½	387½	26 32
Lincoln .....	629	466	25	21,550	10,775	21,450	1,506 00
Lake .....	22	13	25	712½	356½	712½	49 87
Meade .....	18	9	25	562½	281½	562½	39 37
Mitchell .....	314	207	25	10,437½	5,437½	10,425	752 00
Turner .....	181	150	25	6,400	3,200	6,400	435 20
Union .....	587	554	25	21,600	10,800	21,600	1,463 80
Yankton .....	289	318	25	11,200	5,600	11,200	761 60
<b>Total .....</b>	<b>2,827</b>	<b>2,470</b>	<b>.....</b>	<b>101,550</b>	<b>.....</b>	<b>.....</b>	<b>6,997 64</b>

*Summary of expenditures, issues, &c., in the Department of Dakota.*

Amount of appropriation furnished the Department of Dakota.....	\$27,000 00
Amount of appropriation expended in purchase of stores issued.....	\$19,636 52
Amount of appropriation expended in issuing stores, embracing amounts paid for transportation, printing, telegraphing, services, &c.....	4,625 40
Amount of appropriation returned to United States Treasury.....	2,738 08
	<u>27,000 00</u>

Total number of rations issued in the Department of Dakota..... 283,996

Number of persons issued to, adults..... 7,624

Number of persons issued to, children..... 6,245

Total..... 13,869

*General summary of expenditures and issues, made in accordance with act of Congress approved February 10, 1875.*

Amount of appropriation furnished the Department of the Missouri.....	\$63,000 00
Amount of appropriation furnished the Department of the Platte.....	48,000 00
Amount of appropriation furnished the Department of Dakota.....	27,000 00
	<u>\$138,000 00</u>
Amount expended, purchase of stores issued in Department of the Missouri.....	\$57,167 64
Amount expended, purchase of stores issued in Department of the Platte.....	44,052 71
Amount expended, purchase of stores issued in Department of Dakota.....	19,636 52
	<u>120,857 87</u>

## RELIEF OF GRASSHOPPER SUFFERERS.

Amount expended in issuing stores in Department of the Missouri.....	\$4,720 76	
Amount expended in issuing stores in Department of the Platte.....	2,684 66	
Amount expended in issuing stores in Department of Dakota.....	4,625 40	
		\$12,030 82
Amount returned to the United States Treasury from Department of the Missouri.....	1,111 60	
Amount returned to the United States Treasury from Department of the Platte.....	1,262 63	
Amount returned to the United States Treasury from Department of Dakota.....	2,738 08	
		5,112 31
		<u>\$138,000 00</u>

*Summary of issues.*

	Adults.	Children.	Total No. of persons.	Rations.
Department of the Missouri.....	38,364	26,076	64,440	591,990½
Department of the Platte.....	17,605	11,621	29,226	1,081,122
Department of Dakota.....	7,624	6,245	13,869	283,996
Total.....	63,593	43,942	107,535	1,957,108½

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CAMP CROOK MILITARY RESERVATION.

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LETTER

FROM

THE SECRETARY OF WAR,

INVITING

*Attention to his letter of January 4, 1875, (House Ex. Doc. No. 80, Forty-third Congress, second session,) relative to the Camp Crook military reservation in Shasta County, California, and renewing the recommendations contained therein.*

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JANUARY 5, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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The Secretary of War has the honor to invite the attention of the House of Representatives to his letter of January 4, 1875, (House Ex. Doc. No. 80, Forty-third Congress, second session,) relative to the Camp Crook military reservation in Shasta County, California.

As no action appears to have been taken with reference to the matter, and as the land in question is not needed for military purposes, and its retention by this Department being a cause of expense, the recommendation in the letter referred to is respectfully renewed, that a bill be passed authorizing the transfer of this reservation to the custody of the Interior Department for disposition under the public-land laws.

WM. W. BELKNAP,  
Secretary of War.

WAR DEPARTMENT, December 31, 1875.

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NEW BARRACKS AT FORT MONROE, VA.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*Plans for the erection of new barracks at Fort Monroe, Va., and asking an appropriation.*

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JANUARY 5, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT, *December 20, 1875.*

The Secretary of War has the honor to transmit to the House of Representatives, copies of papers and plans concerning the erection of new barracks, &c., at Fort Monroe, Va., and to earnestly recommend that an appropriation of \$100,000 be made by Congress for the six buildings required.

WM. W. BELKNAP,  
*Secretary of War.*

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HEADQUARTERS ARTILLERY SCHOOL, U. S. A.,  
*Fort Monroe, Va., March 1, 1875.*

SIR: I have the honor to transmit, herewith, the report of the senior medical officer of this post, (Surgeon Joseph R. Smith, U. S. A.,) dated the 27th ultimo, on the condition of the barracks, kitchens, and laundresses' quarters, occupied by this command. I am certain that I cannot indorse Surgeon Smith's statements and views too strongly.

Although I have reported annually, for the past six years, the faulty construction, limited capacity, and decayed condition of these buildings, and have urgently asked for the erection of new buildings, I nevertheless here repeat some of the details. These barracks and kitchens were built in 1862-'63, of unseasoned lumber, felled and sawed in the vicinity, by the labor of enlisted men on extra duty, at a cost for the fourteen buildings, as I am informed, of less than \$1,000. Built hastily

during the early years of the war, they were intended to subserve only a temporary purpose. They soon began to fall into decay, and for the past five or six years, have only been kept from falling upon the heads of the occupants by assiduous patching, supporting, underpinning, &c. They are leaky, insufferably hot in summer, and cold in winter, and are now become altogether too much decayed to admit of repair.

Three years ago the board of engineers for fortifications, made aware of the condition of these buildings, by my frequent reports, digested and reported plans and specifications for new and fire-proof structures. These plans, as I have been informed, received the approval of the Chief of Engineers and the Secretary of War, and would seem only to await the asking of the necessary appropriation by Congress.

Last year, Major Sawtelle, quartermaster, United States Army, made a critical examination of the old buildings, and prepared plans for others to replace them. These last are not understood to be of the permanent character that the location demands. Still, if the engineer plan is not to be put in execution at once, the plan of the Quartermaster's Department should be.

The comfort, decency, and health of the garrison imperatively demand new buildings as soon as it is practicable to erect them.

I beg most earnestly to invite the attention of the proper authorities to this subject.

I am, sir, very respectfully, your obedient servant,

WILLIAM F. BARRY,

*Colonel Second Artillery, Brevet Major-General, Commanding.*

The ASSISTANT ADJUTANT-GENERAL,

*Headquarters Military Division of the Atlantic, New York City.*

FORT MONROE, VA., February 27, 1875.

SIR: I have the honor to report that I have made the examinations required by General Order 125, Adjutant-General's Office, 1874.

The general sanitary condition of the post is good, and requires no comment or recommendation.

I deem it my duty, however, to ask the special attention of the commanding officer to those buildings occupied by the companies as quarters. These are seven in number, wooden structures, with buildings of the same general character in the rear serving as kitchens, mess and wash rooms. These buildings are too small to answer the purposes for which used, and were so reported by my predecessor, Surgeon Cooper, in 1870. Were this the only fault of these buildings, I might not deem it so imperative upon me to attempt to disturb the status which has existed for several years. But while, since 1870, this one fault has remained unchanged, in other respects the condition of these buildings has greatly deteriorated. Constructed of wood, on the outer side of the frame-work are nailed wide, upright boards, the seams battened with narrow strips. Inside the frame are nailed narrow boards tongued and grooved. The roofs are shingled and ceiled, like the inner wall, with narrow tongued and grooved boards, following generally the slope and contour of the roof. In the ceiling of each barrack are two curved (!) ventilating openings. The floor is also tongued and grooved, and outside the buildings, from the floor to the ground, horizontal boards are nailed.

The roofs of all these quarters leak, even when newly shingled within a year. The green material entering into the construction of the walls, floors, and ceilings, has now rotted and shrunk, so that many cracks exist, and the buildings are so open as to have made it impossible to keep them comfortably warm during the present winter.

In consequence of this shrinkage, decay, and loss of strength, their outlines are deflected from straight lines; they are sunken; they totter with every moderate wind, and they are in danger of falling in case of a violent gust, and imperiling the safety of their occupants.

I therefore regard them as entirely unfit to be occupied by the troops, and I earnestly recommend that they may be removed and replaced.

I have not deemed it necessary to send, in company with this report, plans and

specifications for suitable barracks, as I am informed that heretofore they have been made and forwarded.

Under these circumstances, I request the indorsement by the commanding officer of my statements and recommendations, and ask that he will submit this report to the proper authority, with such remarks as he may deem germane to the subject.

Very respectfully, your obedient servant,

JOSEPH R. SMITH,  
Surgeon, United States Army.

Lieut. C. O. HOWARD,  
Post-Adjutant, Fort Monroe.

[First indorsement.]

HEADQUARTERS DIVISION ATLANTIC,  
New York, March 3, 1875.

Respectfully referred to the medical director of the division for report and recommendation.

By command of Major-General Hancock.

JAMES B. FRY,  
Assistant Adjutant-General.

[Second indorsement.]

MEDICAL DIRECTOR'S OFFICE, D. A.,  
New York, March 11, 1875.

Respectfully returned to headquarters Division of the Atlantic, concurring in the recommendation and views of the post-surgeon and commanding officer for the erection of suitable buildings at this post, the necessity for which is very urgent.

JOHN M. CUYLER,  
Surgeon U. S. A., Medical Director Division of the Atlantic.

[Third indorsement.]

HEADQUARTERS DIVISION ATLANTIC,  
New York City, March 12, 1875.

Respectfully referred to the chief quartermaster of the division for report and recommendation.

By command of Maj. Gen. Hancock.

JAMES B. FRY,  
Assistant Adjutant-General.

[Fourth indorsement.]

HEADQUARTERS MILITARY DIVISION ATLANTIC,  
Office of Chief Quartermaster, New York, March 13, 1875.

Respectfully returned to the assistant adjutant-general Military Division of the Atlantic.

I fully concur in the within remarks of Colonel Barry, and earnestly recommend that early action be taken toward having suitable quarters provided.

The matter has been considered by the Quartermaster-General, with whom I have conversed on the subject. The plan proposed by him I regard as a very good one, and cannot too strongly urge its adoption and the erection of the building at as early a day as possible.

RUFUS INGALLS,  
Col. and Assistant Quartermaster-General, Bvt. Maj. Genl. U. S. A.,  
Chief Quartermaster.

[Fifth indorsement.]

HEADQUARTERS DIVISION OF ATLANTIC,  
New York City, March 15, 1875.

Respectfully forwarded to the assistant adjutant-general, headquarters of the Army, inviting attention to the foregoing indorsement hereon by the chief quartermaster of the division.

WINF'D S. HANCOCK,  
Major-General, Commanding.



## NEW BARRACKS AT FORT MONROE, VIRGINIA.

[Sixth indorsement.]

HEADQUARTERS OF THE ARMY,  
*Saint Louis, March 20, 1875.*Respectfully forwarded to the Adjutant-General.  
By command of General Sherman:WM. D. WHIPPLE,  
*Assistant Adjutant-General.*

[Seventh indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
*Washington, March 24, 1875.*

Respectfully referred to the Quartermaster-General.

E. D. TOWNSEND,  
*Adjutant-General.*

[Eighth indorsement.]

Respectfully returned to the Adjutant-General United States Army.

The barracks plan, of which a copy is with these papers, is certain to make an unwholesome building, and the estimated cost is \$176,000.

The Quartermaster's Department cannot legally undertake such an expense, and if the Engineer Department has plans for permanent barracks as part of the fortress, it will not be advisable for this Department to lay other plans before Congress.

I cannot advise the expenditure of \$23,000 to \$28,000 in building quarters for laundresses at Fort Monroe; erection of so costly a building and a permanent one is prohibited by law, sec. 1136 Revised Statutes.

The Secretary has authorized the construction of one block of buildings in place to accommodate four officers. The plans have been modified accordingly.

I inclose plans for accommodations for the same number of companies on the published plan, which occupies about the same space on the parade as the plan from headquarters Division of the Atlantic. This would be less costly and much more healthy and comfortable, but still its cost is beyond the means at present available.

So much is wanted at Fort Monroe that I doubt whether full relief can be given until on a well-devised plan, Congress can be prevailed upon to make a special appropriation and if the Engineer Department is considering the subject of providing permanent quarters for its garrison, this Department should not interfere, or both will fail.

The whole amount of the estimate for quarters and barracks in the Division of the Atlantic, according to plans prepared at division headquarters under instructions to that effect from the Secretary of War, of August 8, 1874, is \$1,496,562.

The plans are in many cases such as I could not advise the Secretary to lay before Congress, and the total is so great that there was no prospect of success at the late session.

I attempted to simplify and economize in the cost of the officers' quarters, but as the Secretary decided that these less costly plans were still too costly, I have prepared, and this day submitted, (in the Fort Whipple case,) plans for quarters for officers of a company, in exact accordance with his views, as recently communicated.

The drawings for the buildings already authorized at Fort Monroe will be ready in a few days.

M. C. MEIGS,  
*Quartermaster-General, Bvt. Major-General, U. S. A.*

Rec'd back Adjutant-General's Office, April 10, 1875, with two add'l inclosures (plans) to foregoing endorsement.

NOTE.—See copies of plans attached.

[Ninth indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
*Washington, April 12, 1875.*

Respectfully submitted to the Secretary of War.

E. D. TOWNSEND,  
*Adjutant-General.*

*Inspector-General report.—Memorandum.*

WAR DEPARTMENT, INSPECTOR-GENERAL'S OFFICE.

*Washington, April 20, 1875.*

As Fort Monroe is one of the most important points in our system of sea-coast defenses, which will doubtless continue to be occupied for many years, besides possessing interest as the location of the artillery-school, it will probably, in the future as it has been in the past, frequently be visited by foreign dignitaries, in view of which it seems no more than reasonable that its garrison should be quartered in permanent, sightly barracks, built upon correct sanitary principles.

I would therefore very respectfully recommend that the Engineer Department be directed to prepare and submit to the Secretary of War suitable plans for such buildings, to be presented to the next Congress for a special appropriation.

R. B. MARCY,  
*Inspector-General.*

[Indorsement.]

WAR DEPARTMENT, *April 24, 1875.*

Respectfully returned to the Adjutant-General.

The views of General Marcy are concurred in, and recommendation will be made to Congress at its next session for building the necessary buildings, an estimate of which should be sent before August 31 next, so that it may be included in the annual estimates.

By order of the Secretary of War:

H. T. CROSBY,  
*Chief Clerk.*

*Adjutant-General report.—Indorsements continued.*

[Tenth indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,

*Washington, April 29, 1875.*

Respectfully referred to the Chief of Engineers to cause the necessary plans and estimates to be prepared and submitted in accordance with the instructions of the Secretary of War indorsed on accompanying memorandum from the Inspector-General.

E. D. TOWNSEND,  
*Adjutant-General.*

[Eleventh indorsement.]

OFFICE OF THE CHIEF OF ENGINEERS,

*Washington, May 4, 1875.*

Respectfully referred to the board of engineers for fortifications for report.

If the plans and estimates of the board of April 3, 1872, do not, in its judgment, need revision, the board can submit them in answer to this communication.

By command of Brigadier-General Humphreys:

THOMAS LINCOLN CASEY,  
*Lieutenant-Colonel of Engineers.*

[Twelfth indorsement.]

OFFICE BOARD OF ENGINEERS FOR FORTIFICATIONS,

*New York, July 23, 1875.*

Respectfully returned to the Chief of Engineers, with report of this date.

J. G. BARNARD,  
*Col. of Engineers and Bvt. Maj.-Gen.,  
President Board of Engineers for Fortifications.*

[Thirteenth indorsement.]

OFFICE OF THE CHIEF OF ENGINEERS,

*Washington, August 21, 1875.*

Respectfully returned to the Adjutant-General with report of the board of engineers for fortifications, inclosing project of permanent barracks designed by it in 1872, with estimate of cost, and which is again furnished by the board as a design for the quarters needed at that post, which designs and report meet with my approval.

A. A. HUMPHREYS,  
*Brigadier-General and Chief of Engineers.*

Received back Adjutant-General's Office August 21, 1875, with six inclosures to thirteenth indorsement, two being plans.

See detached copies of plans accompanying.

[Inclosures to thirteenth indorsement.]

OFFICE BOARD OF ENGINEERS FOR FORTIFICATIONS,  
*Army Building, New York, July 23, 1875.*

GENERAL: In pursuance of your instructions of the 4th of May, indorsed upon the communication of Col. Wm. F. Barry of the 1st of March last to the Adjutant-General Military Division of the Atlantic, the board of engineers for fortifications, having carefully reconsidered the subject of barracks for Fort Monroe, Va., have the honor to submit the following report thereon.

Much study was devoted to the design for barracks at that place, which was submitted to you with report of April 2, 1872, and in its arrangement the board had the benefit of the advice and suggestions of Col. W. F. Barry, commanding at Fort Monroe, who approved of the design as embodying all the requisites for the health and comfort of the soldier. The plan has again been examined and the board recommend no change therein, except in the spacing of the floor-girders, which should be spaced 4 feet 4½ inches apart, instead of 3 feet 9 inches as shown in the drawing.

The design is open to the objection of being costly, the estimate being \$250,000; but it is not possible to make a single building with any pretension to architectural effect, or fire-proof, and affording the same amount of accommodations, which shall cost much less than this sum. It should be observed, moreover, that the dormitories will furnish accommodations for a full company of one hundred enlisted men, who will have both the cubical and floor space deemed absolutely essential for health by the medical department. Of course, with the present reduced numbers in a company, the men will have about double that amount of space.

The design provides for a thoroughly permanent structure, fire-proof throughout, except in its Mansard roof; but if the floors are made of wood, instead of iron, brick, and concrete, the cost of the structure would be reduced to about \$210,000.

A modification of the above design has been made, consisting in the substitution of a parapet wall and flat roof for the Mansard roof of that project. In all other respects the two designs are identical. The estimate is only about \$12,000 less than for the former, while it loses the accommodations (dormitories for three companies) which the Mansard story affords. As the plans for the two projects are the same, an elevation only of the modified one is presented. It has the advantage over the former in not rising so high above the parapets of the fort, while, on the other hand, it does not present the architectural effect which the Mansard roof affords.

It is proper to say that in getting up the design of April 2, 1872, the board was influenced by a feeling which seemed to prevail that the structure should be imposing in its architectural character, a feeling similar to that recently expressed by Inspector-General Marcy in his memorandum accompanying the papers referred to us and approved by the Hon. Secretary of War.

Still, the prescription therein, "permanent slightly barracks built upon correct sanitary principles," allows a wide range of interpretation. If an imposing building, regardless of cost, be meant, and if by "permanent" *fire-proof* be meant, this board can offer nothing which so fully meets these conditions as the plan submitted in 1872, though even that plan derives most of its architectural effect from the addition of its Mansard-roof *not* fire-proof, (which, however, may be burnt off without endangering the rest of the structure.)

The modification which we now submit as an *alternative* to the original (the characteristics of which have already been given) dispenses with the Mansard and is fire-proof throughout; but, as will have been observed, the cost is but slightly reduced, while the sightliness is greatly impaired.

Since the board submitted its first plan in 1872, a type or model for barracks for troops has been officially adopted, and though *not* especially designed to be "slightly," in an architectural sense, nor "permanent," if, by that term, *fire-proof* be meant, or even to possess that degree of permanence which the word implies when used in connection with our "permanent fortifications;" still, it is especially designed with a view to "correct sanitary principles," as they are now taught us, and the board rather inclines to the notion that such structures will be far more comfortable for the men, while they may be made sufficiently permanent and slightly.

A building such as the original plan of the board provides for, while it would be very proper if, like many great barracks in Europe, it were located in or near a great city, may appear to be in high contrast to what must be its surroundings at Fort Monroe; moreover, it towers 47 feet above the crest of the parapets of that great work. The modified design now sent takes off much of the height. Still, it is very costly; puts half the men in a third story and does not afford dormitories so comfortable as those of the model plan. Non-fire-proof quarters are inadmissible in works so contracted as are nearly all our sea-coast forts. But Fort Monroe has such immense interior-area that this rule does not apply; if it *did*, all the existing officers' quarters, offices, and other interior buildings would have to be rebuilt at an immense cost.

In the light, therefore, of a question addressed to this board, as acting in its special sphere to provide *permanent* quarters for Fort Monroe, the condition of mere perma-

nence does not seem to compel us to incur the immense cost of making them fire-proof; the more especially as, for our purpose, several distinct buildings are quite as admissible as a single grand one, for which *dimensions* alone enhance the necessity of fire-proofing.

We therefore submit the plans herewith with the remarks that we are under the impression that if something on a less expensive scale, and not fire-proof, be considered admissible, buildings according to the design presented by the board on the revision of the Army Regulations, and which will afford excellent accommodation when the companies do not exceed sixty men, may be put up at an estimated cost of about \$16,000 each, or say not exceeding \$100,000 for the six buildings. This design provides a separate two-story building for each company, and is supposed, in the estimate above given, to have exterior and partition walls of brick, with wooden floors and roof; the latter being covered with slates.

The papers and drawings referred to the board in connection with this subject are herewith returned. The board's plan of 1872 was forwarded to the Engineer Department, with report of board of April 2, 1872.

Respectfully submitted.

J. G. BARNARD,

*Colonel of Engineers and Bt. Maj. Gen'l.*

H. G. WRIGHT,

*Lieutenant-Colonel of Engineers, Bt. Maj. Gen'l.*

I concur with the board generally, but cannot recommend the plan of barracks with a Mansard roof. Omitting this roof, which rises 47 feet above the parapet of the fort, the building will have three stories, quite height enough, and will give ample accommodations for five companies and the band.

Z. B. TOWER,

*Colonel of Engineers, Bt. Maj. Gen'l.*

Brig. Gen. A. A. HUMPHREYS,

*Chief of Engineers, U. S. A., Washington, D. C.*

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OFFICE OF BOARD OF ENGINEERS FOR FORTIFICATIONS,  
ARMY BUILDING, CORNER HOUSTON AND GREENE STREETS.

*New York City, April 3, 1872.*

GENERAL: I have the honor to transmit herewith report of the board upon soldiers' barracks at Fort Monroe, Va., with accompanying drawing.

The papers referred to the board in connection with this subject are herewith returned.

Very respectfully, your most obedient,

J. G. BARNARD,

*Col. of Eng. and Bt. Maj. Gen'l, Pres't Board of Engineers for Fortifications.*

Brig. Gen. A. A. HUMPHREYS,

*Chief of Engineers, U. S. A., Washington, D. C.*

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OFFICE BOARD OF ENGINEERS FOR FORTIFICATIONS,  
*Army Building, New York, April 2, 1872.*

GENERAL: The board of engineers for fortifications have the honor to submit, herewith, a project for soldiers' barracks proposed to be erected on the parade in rear of the curtain of front of Fort Monroe, Va. The artillery-school for practice, now at this fort, requires an accommodation for five companies, each of sixty enlisted men, and a band, say, of twenty, for which we have amply provided in the three lower stories of the designed building. The fourth or Mansard story supplies half as much more dormitory room for an increased war-garrison.

The maximum total of bunks for which there is sufficient room is 834, or for the enlisted men of an entire artillery regiment and one additional battery, as now established by law.

This barrack, of four stories including attic, is 471 feet long and 44 feet broad, except the towers, which project beyond the front and rear, thereby giving additional conveniences and producing good architectural effects. In rear, or on the shady side of the building, are broad verandas to each of the three lower floors, from which all the entrances are made to the dormitories, mess-rooms, company offices, &c., and for communication to these are four iron stairways in the rear ends of the towers.

The masonry of the structure is designed to be of *béton aggloméré*, or the walls, (made hollow,) floor-arches, and stacks may be of brick, which, though increasing the cost, we would prefer, in view of our limited knowledge of the power of *béton aggloméré* to withstand our changeable climate.

An iron roof was first contemplated to make the barracks entirely fire-proof; but after consultation with experienced builders, such roofs were found to be expensive, always leaking, and requiring constant and troublesome repairs. For these reasons we have adopted rafters and sheathing, with slate for the steep and tin for the gentle roof

slopes. There being no combustible buildings near, and this being designed to be warmed by furnaces, the danger of fire is trifling, particularly as the three lower or habitually occupied stories are constructed of iron and masonry except the doors, windows, and floors, (laid directly upon the concrete,) which are wood.

In the first story are six mess-halls, six kitchens, six bath-rooms, six company offices with adjoining apartment for orderly sergeants, two spare rooms in end towers, a sally-port through the central tower, two rooms for furnaces and heating-apparatus, two commissary stores, and the private stairway for officers and their families visiting the lecture and concert room, occupying the whole attic story of the central tower.

As the furnace and commissary rooms adjoin the sally-port, they are accessible to carts conveying coal and provisions.

The second, third, and attic stories are each provided with six dormitories with adjoining lavatories, each having sixteen wash-basins, twelve sergeants' rooms, two spare rooms in end towers, and six of various dimensions in the middle tower, designed for clothing rooms, armories, shoemakers' and tailor shops, and for such other purposes as are always needed. Each dormitory, intended for half a company, has provision for a maximum of 44 single bunks or a minimum of 24, if the two middle rows be left out, thus providing 670 to 1,225 cubic feet of air-space per man.

The sleeping accommodations, then, for each of the companies at the school, will be:

Dormitories, second and third floors.....	83 maximum or 48 minimum.
Sergeants' rooms, second and third floors.....	4 maximum or 4 minimum.
Orderly sergeant in first story .....	1 maximum or 1 minimum.
Married men lodged out.....	4 maximum or 4 minimum.

97

57

This shows liberal accommodation for a company in peace, (nominally 60 but rarely 57,) and sufficient for a company in war, (nominally 100 but rarely 97.) Therefore for the artillery-school of five companies and a band, there is ample provision in the three lower stories, leaving the attic unoccupied except for a war-garrison.

Iron tanks, three feet deep, are placed over all the sergeants' rooms of the third story, to receive the rain-water from the roof-surfaces, and pipes convey it thence to the wash-basins below. As it is not probable the rain-supply will exceed that required for drinking, cooking, and the lavatories, the water required for baths and the heating-apparatus must be furnished by wells.

The mode of warming the barrack, whether by steam-coils in each apartment or by hot air from a coil-room adjoining the furnace, will require a special study, should an appropriation be made for erecting the building.

As will be seen from the accompanying drawing, furnace, kitchen, and ventilating flues to the top of the barrack are provided.

No water-closets are within the building, as we deem it far better, to avoid all disagreeable odors from their careless use, to place them outside, in some secluded place, where they may be constructed at small cost.

This structure, simple but effective in its architecture, provides both comfort and convenience for enlisted men, and at a reasonable cost—all that is wanted in peace for the artillery-school for practice, and, in war, for a much-increased garrison.

Herewith is an estimate of the cost of construction, based upon prices furnished by General Brewerton while the constructing-officer at Fort Monroe. This estimate, which is liberal, gives total cost \$200,000.

If the walls, floor, arches, and stacks be built of brick, the additional cost will be \$50,000, which is based upon the outer walls being two bricks, with a hollow space, in thickness.

In concluding our report, we would remark that, while as a general principle we do not approve of constructing such buildings within permanent works, we make this an exception, in consideration of the magnitude of Fort Monroe, the want of suitable space outside where it will not mask its fires, and as being more convenient for the artillery-school for practice.

Respectfully submitted.

J. G. BARNARD,  
Colonel of Engineers and Bvt. Maj. Genl.  
GEO. W. CULLUM,  
Colonel of Engineers and Bvt. Maj. Genl.

I would prefer the building limited to the three fire-proof stories.

Z. B. TOWER,  
Lieut. Col. of Engineers and Bvt. Maj. Genl., U. S. A.  
H. G. WRIGHT,  
Lieut. Col. of Engineers and Bvt. Maj. Genl.

Brig. Gen. A. A. HUMPHREYS,  
Chief of Engineers, U. S. A., Washington, D. C.



[Fourteenth indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
*Washington, August 23, 1875.*

Respectfully returned to the Secretary of War, with report and plans from the Engineer Department.

E. D. TOWNSEND,  
*Adjutant-General.*

[Fifteenth indorsement.]

Respectfully referred to General Marcy, Inspector-General, for his consideration. It is supposed that an appropriation will be required to be asked from Congress, at its next session, for the purpose indicated.

By order of the Secretary of War:

H. T. CROSLEY,  
*Chief Clerk.*

[Sixteenth indorsement.]

WAR DEPARTMENT, INSPECTOR-GENERAL'S OFFICE,  
*September 18, 1875.*

Respectfully returned to the Secretary of War, concurring in the suggestions of the board of engineers, contained in the latter part of their report of July 23, 1875, namely, that buildings according to the design presented by the board on the revision of the Army Regulations, will afford excellent accommodations for companies not exceeding sixty men each, and will be much less costly, and, in my judgment, far more convenient and suitable for troops than the large four-story buildings before recommended by the board of engineers, which would tower 47 feet above the crest of the parapets of the work.

Hence I very respectfully recommend that an appropriation of \$100,000 be asked for from Congress for the six buildings required, which it is believed will be amply sufficient to carry out the object.

R. B. MARCY,  
*Inspector-General.*

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HOSPITAL FOR FORT LEAVENWORTH MILITARY PRISON.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*An estimate for a hospital for Fort Leavenworth Military Prison and asking an appropriation.*

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JANUARY 5, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

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WAR DEPARTMENT, *December 20, 1875.*

The Secretary of War has the honor to transmit to the House of Representatives copy of letter from the assistant surgeon of the United States Military Prison at Fort Leavenworth, Kansas, and accompanying estimate for a hospital for said prison, and, in accordance with the recommendation of the Surgeon-General, to request that an appropriation of \$12,000 be made for the construction of said hospital; the funds available for prison-construction not being sufficient to spare the amount

W. W. BELKNAP,  
*Secretary of War.*

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UNITED STATES MILITARY PRISON,  
*Fort Leavenworth, Kans., August 25, 1875.*

SIR: Forwarding herewith estimates therefor, I have the honor to request that a "regulation post hospital" (24 beds) be built at this prison. The post-hospital at Fort Leavenworth has, up to this time, accommodated all of our sick; but the present condition of the hospital, and the increase of the garrison of the post, render it necessary for the post-surgeon to curtail the amount of room formerly occupied by our patients.

Again, the number of inmates of this place being constantly on the increase, more instead of less room is called for, and can be supplied only by the erection of an addition to the post-hospital, or by the establishment of a hospital within the prison-grounds.

The transfer of sick men from this place to the post-hospital is attended with much inconvenience, and is sometimes accompanied by bad effects, while by the erection of a prison-hospital considerable delay



## 2 HOSPITAL FOR FORT LEAVENWORTH MILITARY PRISON.

would be avoided, and the necessary attention would be found always on hand.

The number of men at present connected with the prison is nearly 300, and is soon expected to reach 500; over 100 only awaiting the completion of repairs necessary for their reception, while small parties are being received almost daily..

Thus the existence in close proximity of such accommodations, stores, and appliances as may be called for through accident, or otherwise, becomes of great importance, and should be provided with the least possible delay.

A temporary ward, similar in many respects to the accident or casualty wards of New York and other large cities, has just been arranged, but can be used only for convalescents; the seriously sick depending, as heretofore, upon the post-hospital for permanent cure and proper rest and treatment.

The location of the hospital cannot at present be determined upon, inasmuch as more than one-half of the grounds belonging to the prison are at present occupied by the depot-quartermaster for quarters and stables.

By the time, however, that the appropriation becomes available, it is expected that this will no longer be the case, and that the erection of the building can be at once begun.

Very respectfully, your obedient servant,

L. S. TESSON,  
*Assistant Surgeon, U. S. A.*

The ADJUTANT-GENERAL U. S. A.,  
*Washington, D. C.,*  
(Through commanding officer United States Military Prison.)

HEADQUARTERS UNITED STATES MILITARY PRISON,  
*Fort Leavenworth, Kans., August 25, 1875.*

Respectfully forwarded.

J. M. ROBERTSON,  
*Major Third U. S. Artillery, Bvt. Brig. Gen., U. S. A., Com'g.*

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
*Washington, August 28, 1875.*

Respectfully referred to the Surgeon-General of the Army for remark.

E. D. TOWNSEND,  
*Adjutant-General.*

SURGEON-GENERAL'S OFFICE,  
*Washington, August 31, 1875.*

Respectfully returned to the Adjutant-General. There is no doubt that the prison should have its own hospital, and that the sick prisoners should not be treated in the post-hospital at Fort Leavenworth.

It is not considered, however, that the cost of a prison-hospital is properly chargeable to the appropriation for Army hospitals, which is not sufficient to meet the wants of the regular posts. It is therefore respectfully recommended that a special appropriation of \$12,000 be requested for the construction of this hospital, provided that the funds now available for prison-construction are not sufficient to spare this amount.

J. K. BARNES,  
*Surgeon-General, U. S. A.*

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
Washington, September 4, 1875.

Respectfully submitted to the Secretary of War, with full concurrence  
in the views of the Surgeon-General.

E. D. TOWNSEND,  
Adjutant-General.

Official :

E. D. TOWNSEND,  
Adjutant-General.



*Estimate of funds required for the service of the Quartermaster's Department at Military Prison, Fort Leavenworth, Kans., by L. S. Tesson, assistant surgeon, United States Army, in the month of , 187 .*

Estimate for hospital (24 beds) for United States Military Prison at Fort Leavenworth, Kans, based on approved plans and specifications of post-hospitals, Circular No. 3, Surgeon-General's Office, Washington, November 23, 1870 :

Stone wall and excavation.....	\$300 00
60,000 feet assorted framing-lumber, at \$23 per M.....	1,380 00
9,000 feet hard-pine flooring, at \$65 per M.....	585 00
5,000 feet veranda-flooring, at \$65 per M.....	390 00
14,000 feet common inch, dressed, for linings, at \$25 per M.....	400 00
5,000 shingles, at \$4.50 per M.....	403 75
50 windows, 10 x 18, frames, sash, glass, and blinds, at \$10 each.....	500 00
5 doors, 2 x 10 x 7 feet, with transom-sash, at \$5 each.....	125 00
14,000 feet siding, at \$26 per M.....	364 00
40,000 common bricks, at \$10 per M.....	400 00
10,000 red bricks, at \$11 per M.....	110 00
220 feet fine-linings, at 40 cents.....	88 00
2,400 yards plastering, at 35 cents.....	960 00
Tin valley and gutters.....	100 00
3,000 feet second clear pine, for cornice, at \$45 per M.....	135 00
9,000 feet first and second, clear, for finishing, at \$60 per M.....	540 00
For plumbing work and material.....	400 00
For cistern and connection.....	250 00
For ventilation.....	200 00
For painting.....	200 00
For hardware.....	225 00
For carpenters' work.....	1,650 00
<b>Total.....</b>	<b>9,725 75</b>

RECAPITULATION.

	Amount of estimate.	Amount required.	Total.
For building new hospital .....	\$9,725 75	\$9,725 75	\$9,725 75
<b>Total .....</b>	<b>9,725 75</b>	<b>9,725 75</b>	<b>9,725 75</b>

Station: Military Prison, Fort Leavenworth, Kans.

Date: August 20, 1875.

L. S. TESSON,  
Assistant Surgeon, U. S. A.

Approved :

J. M. ROBERTSON,  
Major Third Artillery, Bvt. Brig. Genl., U. S. A., Commanding.



LOSSES BY FIRE AT FORT HAMILTON, N. Y.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A petition of six officers of the Third Artillery for indemnity for loss by fire at Fort Hamilton, N. Y., March 3, 1875.*

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JANUARY 5, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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WAR DEPARTMENT,  
*December 20, 1875.*

The Secretary of War has the honor to transmit to the House of Representatives a petition of six officers of the Third United States Artillery, asking that a law be passed authorizing the proper accounting-officer of the Treasury to credit and pay accounts for losses sustained by the petitioners in the fire which occurred at Fort Hamilton, New York Harbor, on the 3d day of March, 1875.

WM. W. BELKNAP,  
*Secretary of War.*

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FORT HAMILTON, NEW YORK HARBOR,  
*November 17, 1875.*

SIR: I have the honor to forward herewith the petition of myself and other officers of the Third United States Artillery, to the Congress of the United States, asking that a law be passed authorizing the proper accounting-officer of the Treasury to audit and pay accounts for losses sustained by us in the fire which occurred at this post last March, and appropriating money for that purpose.

In behalf of myself and the officers whose names are appended to the accompanying memorial, I would most respectfully request the honorable Secretary to cause it to be presented to the Congress which is about to assemble, for their action.

I have the honor to be, very respectfully, your obedient servant,  
FRANK W. HESS,  
*First Lieutenant Third United States Artillery.*

The Hon. the SECRETARY OF WAR,  
(Through the Adjutant-General of the United States Army.)

[First indorsement.]

HEADQUARTERS FORT HAMILTON,  
*New York Harbor, November 17, 1875.*

Respectfully forwarded.

A. PIPER,  
*Captain Third United States Artillery, Commanding.*

[Second indorsement.]

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*Washington, November 20, 1875.*

Respectfully submitted to the Secretary of War.

E. D. TOWNSEND,  
*Adjutant-General.*

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*To the Congress of the United States :*

Memorial of First Lieutenants Frank W. Hess, J. B. Burbank, A. G. Verplanck, E. C. Knower, C. S. Heintzelman, and J. M. Califf, Third Artillery.

The undersigned, officers of the United States Army, were, on the 3d of March, 1875, on duty at Fort Hamilton, in New York Harbor, and were, under the laws of the United States, not entitled at that post to commutation of quarters, but were obliged to accept such quarters in kind as the Government should furnish.

The quarters so furnished consisted of the casemates of Fort Hamilton, in the selection of which the undersigned had no option or discretion. While the undersigned were in the occupation of such casemates, on the 3d of March, 1875, at about 7 o'clock p. m., a fire was discovered in one of the casemates so occupied, which, notwithstanding every possible effort was made to extinguish it, destroyed and injured a considerable amount of furniture, clothing, books, and other articles of personal property belonging to the undersigned. The fire resulted not at all from any negligence of the undersigned, but wholly from the faulty construction of the casemate. Immediately above the stove-pipe hole, in each casemate, was a second opening into the chimney, which was near the crown of the casemate, and was designed to ventilate the casemate. These ventilators were covered by wooden lattice-work, which terminated in the chimney, and were, in some casemates, protected by perforated galvanized iron, but had no protection at all in the burnt casemates. Burning soot, or cinders, set fire to this lattice-work, which spread thence to the lath and other wood-work of the casemate.

The loss of the undersigned was a natural consequence of the negligent and faulty construction of the casemate by the Government, and was what might have been expected.

The undersigned respectfully submit that, as between individuals in analogous cases, the legal right of compensation would be clear, and that by law, naval-officers, when quartered on shipboard, are compensated for the loss of their effects, even when the loss is purely accidental, and not the consequence of negligence on the part of the Government

of the United States; and that, under the circumstances, the loss should be borne by the Government of the United States.

The undersigned therefore respectfully ask that a law be passed authorizing the proper accounting officers of the Treasury to audit and pay their accounts for losses sustained in the premises, and appropriating such sum of money as shall be necessary for that purpose.

FRANK W. HESS,

*First Lieutenant Third United States Artillery.*

J. B. BURBANK,

*First Lieutenant Third United States Artillery.*

A. G. VERPLANCK,

*First Lieutenant Third United States Artillery.*

EDWD. C. KNOWER,

*First Lieutenant Third United States Artillery.*

CHARLES S. HEINTZELMAN,

*First Lieutenant Third United States Artillery.*

J. M. CALIFF,

*First Lieutenant Third United States Artillery.*





FORT CUMMINGS, NEW MEXICO.

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LETTER

FROM

THE SECRETARY OF WAR,

RECOMMENDING

*The transfer of the Fort Cummings, New Mexico, buildings and reservation to the custody of the Secretary of the Interior.*

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JANUARY 5, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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The Secretary of War has the honor to report to the House of Representatives that the Fort Cummings military reservation, New Mexico, is no longer needed for military purposes.

The post has not been garrisoned for a long time, and as the buildings are rapidly falling into decay, legislation is respectfully recommended authorizing the transfer of the buildings and reservation to the custody of the honorable Secretary of the Interior, for disposition according to the existing laws relative to the sale of the public lands.

WM. W. BELKNAP,  
*Secretary of War.*

WAR DEPARTMENT, December 20, 1875.

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JAMES B. SINCLAIR.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A request of James B. Sinclair, First Lieutenant United States Army, (retired,) that a special act be passed placing his name on the retired-list as captain.*

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JANUARY 5, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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The Secretary of War has the honor to transmit to the House of Representatives a letter from James B. Sinclair, first lieutenant United States Army, (retired,) asking that a special act be passed to place his name on the retired-list as a "captain not mounted."

For reasons stated therein, the application of Lieutenant Sinclair is respectfully recommended to the favorable consideration of Congress.

WM. W. BELKNAP.

*Secretary of War.*

WAR DEPARTMENT, January 3, 1876.

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WASHINGTON, D. C., December 30, 1875.

SIR: I have the honor to state that I desire to apply to Congress for a special act to place my name on the retired-list as a "captain not mounted," and herewith submit my reasons for such action.

I was discharged December 31, 1870, as captain Twenty-third Infantry, being then in command of the post of Fort Boise, Idaho Territory, although I had never been examined by or ordered before a board, as provided in the act of July 15, 1870. I was appointed second lieutenant Sixteenth Infantry March 9, 1871, and was retired July 1, 1871, as a "captain not mounted," for wounds received in 1861 when commanding a company at the battle of Bull Run. This rank was lost to me by General Orders 33, War Department, Adjutant-General's Office, March 23, 1875, whereby I was reduced to the rank of first lieutenant, that being the rank I actually held when wounded.

During the war, after being commissioned first lieutenant Fourteenth Infantry, October 26, 1861, I was several times severely wounded, and on account of these wounds, after being promoted to captain Fourteenth Infantry, July 25, 1865, I was frequently urged by my superior officers, and officers of the Medical Department, to go before the retiring board. I refused, however, and remained on duty with my company until discharged. Had I taken this advice I should have been retired with the rank of captain, and would not have become subject to the reduction imposed by the act of March 3, 1875. Many certificates on file in the War Department show these facts.

It is on these grounds, therefore, that I propose to make the effort above mentioned, believing that I should be restored to my former rank as a captain retired ; and, therefore, desire that you will be pleased to approve of my making such an application, or that you will not deem it your duty to oppose its passage.

I have the honor to be, Mr. Secretary, very respectfully, your obedient servant,

JAS. B. SINCLAIR,  
*First Lieutenant United States Army, (retired,)*  
*Bvt. Colonel U. S. A.*

Hon. WM. W. BELKNAP,  
*Secretary of War, Washington, D. C.*

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CLERKS EMPLOYED IN THE WAR DEPARTMENT.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A list of clerks employed in the War Department from December 1, 1874,  
to November 30, 1875, inclusive.*

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JANUARY 5, 1876.—Laid on the table and ordered to be printed.

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WAR DEPARTMENT, December 20, 1875.

The Secretary of War has the honor to submit to the United States Senate and House of Representatives, in compliance with laws upon the subject, list of the clerks and others employed in the respective bureaus of the War Department from December 1, 1874, to November 30, 1875, inclusive.

The persons named have all been usefully employed, and such changes have been made from time to time as were required to promote the efficiency of the Department.

WM. W. BELKNAP,  
*Secretary of War.*

*Statement showing the names, compensation, &c., of clerks, messengers, laborers, and watchmen employed in the Office of the Secretary of War from December 1, 1874, to November 30, 1875.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
1	H. T. Crosby*	\$2,500	Dec. 1, 1874	Nov. 30, 1875	\$2,500 00	Pa.
2	E. M. Lawton	2,000	Apr. 1, 1875	Nov. 30, 1875	1,332 00	D. C.
3	W. T. Barnard	2,000	Dec. 1, 1874	Nov. 30, 1875	2,000 00	Mass.
4	John Tweedale	2,000	Dec. 1, 1874	Nov. 30, 1875	2,000 00	Pa.
5	John B. Tanner	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Dal.
6	E. A. McIntire	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Pa.
7	Samuel Hodgkins	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Army.
8	Patrick Barry	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Ohio.
9	W. H. Orcutt	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Army.
10	Robbins Little	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	R. I.
11	L. W. Tolman	1,800	Apr. 1, 1875	Nov. 30, 1875	1,200 00	Mass.
12	W. B. Lee	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Mass.
13	C. Bankes Brookes	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Army.
14	A. B. Foote	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Vt.
15	C. H. Carrington	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Ohio.
16	Joseph Wall	1,600	Apr. 1, 1875	Nov. 30, 1875	1,066 00	Mass.
17	J. H. Rathbone	1,600	June 1, 1875	Nov. 30, 1875	797 87	N. Y.
18	R. Duryee	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Conn.
19	M. P. King	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
20	P. O'Hagan	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
21	James Stone	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Iowa.
22	Charles Calvert	1,400	Apr. 1, 1875	Nov. 30, 1875	932 00	D. C.
23	Sydney E. Smith	1,400	June 1, 1875	Nov. 30, 1875	697 38	D. C.
24	Rosa Cunningham	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Kans.
25	H. C. Biddle	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Va.
26	Louis Koerth	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Army.
27	N. H. Stevens	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
28	C. B. Tanner	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
29	F. G. Senseney	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
30	Edmund W. P. Smith	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ind.
31	A. H. Morrison	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mo.
32	H. C. Rutter	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
33	Thomas M. Reed	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. J.
34	Charles E. Illsley	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Oreg.
35	Charles L. Walker	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
36	F. A. Lueber	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
37	Francis Hoard	1,200	May 24, 1875	Nov. 30, 1875	621 98	Ill.
38	John B. Randolph	1,200	July 1, 1875	Nov. 30, 1875	500 00	N. Y.
39	William S. Dupree	840	Dec. 1, 1874	Nov. 30, 1875	840 00	Ky.
40	William C. Taylor	840	Dec. 1, 1874	Nov. 30, 1875	840 00	D. C.
41	James H. Stewart	840	July 1, 1875	Nov. 30, 1875	350 00	Md.
42	Thomas Irwin, jr	840	July 1, 1875	Nov. 30, 1875	350 00	D. C.
43	George C. Thomas	840	July 1, 1875	Nov. 30, 1875	350 00	D. C.
44	David Cranmer	840	July 1, 1875	Nov. 30, 1875	350 00	N. Y.
45	W. A. Luce	840	July 1, 1875	Nov. 30, 1875	350 00	Me.
46	R. J. Squire	840	July 1, 1875	Nov. 30, 1875	350 00	Conn.
47	John Tennyson	840	July 1, 1875	Nov. 30, 1875	350 00	D. C.
48	Walter W. Walker	840	July 1, 1875	Nov. 30, 1875	350 00	D. C.
49	Edward Stannard	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
50	Samuel R. Riggles	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
51	Arthur Simmons	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
52	Henry D. Burwell	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
53	M. C. Leonard	720	Dec. 1, 1874	Nov. 30, 1875	720 00	Army.
54	John T. Stanley	720	June 24, 1875	Nov. 30, 1875	313 85	D. C.
55	Thomas E. Lawton	720	July 15, 1875	Nov. 30, 1875	272 61	D. C.
56	Addison Ferguson	720	July 23, 1875	Nov. 30, 1875	256 96	D. C.
57	James A. Roche	720	Oct. 13, 1875	Nov. 30, 1875	96 52	D. C.

\*Superintendent.

*Statement showing the names, compensation of clerks, &c.—Continued.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
5	Patrick Allen .....	\$720	Dec. 1, 1874	Nov. 30, 1875	\$720 00	D. C.
10	Reuben Weiss .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	Pa.
20	P. Maloney .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	Ark.
31	Thomas Connor .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
32	A. H. Rose .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	N. J.
33	Thomas Gooley .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
34	William L. Parvin .....	720	July 1, 1875	Nov. 30, 1875	300 00	Iowa.
<b>WAR DEPARTMENT BUILDING.</b>						
55	H. T. Crosby* .....	250	Apr. 1, 1875	Nov. 30, 1875	166 50	Pa.
58	M. R. Thorp† .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Ohio.
67	William H. Brooks .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	Md.
68	Charles Day .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
69	Stephen Senter .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	Vt.
70	M. J. Heuston .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
71	W. H. Thomas .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
72	C. A. Payton .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	Va.
<b>REBEL ARCHIVES.</b>						
73	A. P. Tasker .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	N. H.
74	C. F. Davis .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Mich.
75	R. E. Moore .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mich.
76	Francis Bates .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
77	Christopher Mead .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mass.

*Statement showing the names, compensation, &c., of clerks, messengers, laborers, and watchmen employed in the Office of the Adjutant-General from December 1, 1874, to November 30, 1875.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
1	R. P. Thian .....	\$2,000	Dec. 1, 1874	Nov. 30, 1875	\$2,000 00	N. Y.
2	J. C. Hesse .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Army.
3	M. Bock .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Army.
4	A. L. Morris .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Army.
5	W. S. Armstrong .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Pa.
6	H. S. Brinkerhoff .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	N. Y.
7	C. W. Shelton .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Mass.
8	E. A. Woodward .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	N. Y.
9	H. Douglas .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Army.
10	John D. Sabine .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Mass.
11	William Anderson .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	N. Y.
12	R. Shields .....	1,600	Feb. 16, 1875	Nov. 30, 1875	1,203 00	D. C.
13	Charles Brown .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Army.
14	B. F. Wilkins .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Vt.
15	J. M. Harmon .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Mass.
16	J. J. Dermody .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Ohio.
17	H. A. Kehr .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	D. C.
18	George E. Loweree .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Md.

\* Superintendent.

† Engineer.

*Statement showing the names, compensation of clerks, &c.—Continued.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
19	J. W. Kirkley .....	\$1,600	Dec. 1, 1874	Nov. 30, 1875	\$1,600 00	Md.
20	R. J. Blakelock .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	N. Y.
21	George W. Salter .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	N. Y.
22	O. W. Longan .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Pa.
23	J. H. Jochum .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	N. Y.
24	N. W. King .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	D. C.
25	H. Ellerbrook .....	1,600	Mar. 1, 1875	Nov. 30, 1875	1,203 00	Army.
26	J. W. Palmer .....	1,400	Mar. 1, 1875	Nov. 30, 1875	1,052 00	N. H.
27	Denis Maher .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
28	F. H. Smith .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Wis.
29	John McCarthy .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
30	F. B. Heitman .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Ohio.
31	John Bussius .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Mich.
32	F. T. Wilson .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Mass.
33	G. W. McKee .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
34	J. R. Gibson .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Mo.
35	John M. Keogh .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
36	John Cameron .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
37	W. C. Doores .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
38	Thomas Haslam .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
39	C. C. Meade .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Md.
40	T. H. Evans .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
41	J. S. Miller, jr. ....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
42	N. H. Robbins .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	La.
43	Edmund Cotterill .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Army.
44	Ghris. Anderson .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
45	F. B. Miller .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
46	A. R. Tichenor .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Ohio.
47	John Bingham .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
48	W. J. Clendenin .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Md.
49	J. S. Erly .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
50	J. W. Brown .....	1,400	July 20, 1875	Nov. 30, 1875	505 91	Me.
51	Richard O'Dowd .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
52	F. McGlathery .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
53	J. P. Townsend .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mass.
54	J. W. Lee, jr. ....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
55	A. Hartenstein .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Army.
56	J. W. Webb .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
57	George E. Harwood ..	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
58	H. C. Thomas .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
59	G. W. Babcock .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
60	Clifton Lowe .....	1,200	Dec. 1, 1874	Nov. 20, 1875	1,200 00	Iowa.
61	Francis Dalton .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Army.
62	Florence Donohue ..	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mass.
63	Charles Smith .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Army.
64	W. G. Spottswood .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
65	Thomas Wilson .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
66	Stephen Bates .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mass.
67	August Steffin .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Army.
68	W. B. Douglass .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
69	Hugh Masterson .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
70	W. P. Smith .....	1,260	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
71	Thomas Broderick ..	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
72	F. E. Nusebaum .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
73	W. P. Bacon .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
74	William Griffin .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
75	W. W. Davis .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
76	John J. Meding, jr. ...	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
77	Hugh Kandler .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
78	E. H. Pearson .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	W. Va.

*Statement showing the names, compensation of clerks, &c.—Continued.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
23	J. H. Lester.....	\$1,200	Dec. 1, 1874	Nov. 30, 1875	\$1,200 00	N. Y.
24	A. S. Vose.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
25	W. M. Sefton.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
26	John Lepper.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
27	John O'Neill.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
28	William Mulhall.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
29	Charles Camper.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
30	J. Toomey.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
31	George B. French.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
32	Laurence Morisey.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
33	George A. Young.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
34	Michael Kelly.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
35	J. A. Stewart.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
36	T. Harry Doneha.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mass.
37	E. H. Spang.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
38	E. H. Atkins.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Conn.
39	Charles E. Connor.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. J.
40	C. E. Williams.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Va.
41	C. E. Persons.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Vt.
42	Charles Shelse.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
43	T. C. Bourne.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
44	Jacob Gotthilf.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
45	M. M. Mauger.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
46	V. H. Cumming.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
47	Morris Cohen.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
48	I. B. Ruff.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
49	William Schreiber.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
50	Cornelius Daily.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
51	Charles Erwin.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
52	J. E. Gorman.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
53	G. F. Wetzerrick.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
54	Frank Eichelberger.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
55	M. M. Parker.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Vt.
56	D. E. Knapp.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
57	J. G. Brown.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
58	T. F. Hammond.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
59	R. J. Walker.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mass.
60	J. L. Norris.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
61	E. Turkeuton.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
62	H. Nelson.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mich.
63	S. Houghton.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mich.
64	W. North.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
65	C. P. Miller, jr.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
66	H. C. Porter.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
67	W. H. B. Kittson.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
68	S. G. Merrill.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
69	J. A. Gould.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
70	A. M. Evans.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
71	J. F. Essex.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
72	A. C. Ronne.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
73	B. F. Evans.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
74	Rudolph Ullmer.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. J.
75	J. E. Bristol.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
76	G. H. Leonard.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
77	W. W. Parker.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
78	C. H. Rogers.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mich.
79	C. De Forest.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
80	F. G. Calvert.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
81	James Dodge.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
82	O. E. Carnana.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.



*Statement showing the names, compensation of clerks, &c.—Continued.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
139	E. J. Brookings.....	\$1,200	Dec. 1, 1874	Nov. 30, 1875	\$1,200 00	Me.
140	J. L. Falbey.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
141	R. D. DeL. French.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
142	G. H. Byron.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
143	S. C. Thompson.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
144	H. J. Robinson.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
145	Arthur Wiecker.....	1,200	Mar. 1, 1875	Nov. 30, 1875	903 33	D. C.
146	B. D. Thomson.....	1,200	Mar. 1, 1875	Nov. 30, 1875	903 33	D. C.
147	T. G. Ash.....	1,200	Apr. 1, 1875	Nov. 30, 1875	800 00	D. C.
148	W. M. Porter.....	1,200	July 6, 1875	Nov. 30, 1875	500 00	Mass.
149	A. H. Elliott.....	1,200	July 20, 1875	Nov. 30, 1875	434 78	D. C.
150	August Henning.....	1,200	Oct. 1, 1875	Nov. 30, 1875	200 00	Va.
151	J. B. Baker.....	840	Dec. 1, 1874	Nov. 30, 1875	840 00	D. C.
152	William Watson.....	840	Dec. 1, 1874	Nov. 30, 1875	840 00	Mass.
153	R. W. Spain.....	840	Dec. 1, 1874	Nov. 30, 1875	840 00	Army.
154	John A. Campbell.....	840	Dec. 1, 1874	Nov. 30, 1875	840 00	D. C.
155	W. C. Costin.....	840	Dec. 1, 1874	Nov. 30, 1875	840 00	D. C.
156	Thomas Kennedy.....	840	Dec. 1, 1874	Nov. 30, 1875	840 00	D. C.
157	John Dolan.....	840	Dec. 1, 1874	Nov. 30, 1875	840 00	D. C.
158	J. M. Judd.....	840	June 1, 1875	Nov. 30, 1875	419 23	D. C.
159	James Richardson.....	840	July 1, 1875	Nov. 30, 1875	350 00	D. C.
160	Charles H. Simpson.....	840	Nov. 18, 1875	Nov. 30, 1875	30 43	Md.

TEMPORARY ROLL.

161	J. S. McCoy.....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	N. Y.
162	D. E. Holmes.....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	W. Va.
163	Benjamin Engel.....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Army.
164	F. H. Stafford.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	N. Y.
165	Eugene Gaither.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	D. C.
166	George W. Pratt.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Me.
167	H. C. Wood.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Ky.
168	S. R. Davis.....	1,600	Feb. 16, 1875	Nov. 30, 1875	1,210 44	Conn.
169	F. J. Gramlich.....	1,600	Mar. 1, 1875	Nov. 30, 1875	1,203 22	Pa.
170	S. P. Pearson.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
171	William Kelley.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
172	G. A. Brandt.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
173	C. E. Davenport.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
174	J. R. Dickson.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
175	W. N. Peck.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
176	C. F. Keefer.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
177	J. A. Randall.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
178	J. L. Robertson.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. J.
179	George Q. Allen.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
180	B. R. Ross.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
181	B. F. Miller.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
182	G. W. Haulenbeck.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. J.
183	G. W. Nagle.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
184	E. S. Schreiner.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
185	Francis Brintnall.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Ohio.
186	Henry Morris.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Del.
187	B. F. Cole.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
188	J. C. Allen.....	1,400	Feb. 16, 1875	Nov. 30, 1875	1,056 46	Wis.
189	H. E. Scott.....	1,400	Mar. 1, 1875	Nov. 30, 1875	1,049 23	N. Y.
190	T. B. Nolan.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
191	C. A. Bretow.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mich.
192	Charles Brandt.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
193	J. C. S. Burger.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.

## CLERKS EMPLOYED IN THE WAR DEPARTMENT.

7

Statement showing the names, compensation of clerks, &amp;c.—Continued.

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
194	George H. Knapp	\$1,200	Dec. 1, 1874	Nov. 30, 1875	\$1,200 00	N. Y.
195	M. W. Leaby	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
196	A. Meyer	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
197	C. L. Patten	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Me.
198	Alfred Cock	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
199	Henry Lynham	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
200	William Bremer	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mo.
201	William Huines	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. H.
202	G. W. Dwenger	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
203	James Loan	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
204	W. T. Richardson	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
205	T. R. Senior	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
206	Fred. W. Collins	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
207	H. G. Carrothers	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
208	T. Y. Yeates	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
209	H. A. Gross	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
210	B. F. Hallowell	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
211	S. Bradbury	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
212	Charles A. Krause	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Texas.
213	M. Boardman	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
214	Alfred Coethen	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
215	B. B. Kircheval	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Va.
216	Robert L. Jones	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
217	Theodore Horn	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Texas.
218	T. J. Lord	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
219	C. C. Ellis	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
220	F. W. Wierick	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
221	Frank Clifford	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mass.
222	Lewis Williams	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mo.
223	J. B. Warder	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
224	J. E. Fullonton	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
225	J. A. Moran	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
226	J. F. Leonard	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
227	J. C. Lyons	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
228	H. A. Johnson	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
229	W. G. Tomer	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
230	F. H. Simpson	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
231	Smith Thompson	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
232	Charles Draeger	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
233	William A. André	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
234	A. P. Whitney	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
235	Michael Burke	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
236	Francis Woodbridge	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mich.
237	A. F. Bayard	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
238	John S. Friel	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
239	T. Coughlin	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
240	W. H. Mead	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
241	E. W. Davis	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
242	Joseph H. C. Hollins	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
243	William Flemming	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
244	J. W. Wallace	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mass.
245	J. C. Dowling	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
246	George O. Brown	1,200	Mar. 1, 1875	Nov. 30, 1875	903 33	D. C.
247	William Cairns	1,200	July 6, 1875	Nov. 30, 1875	433 70	D. C.
248	H. H. Hazard	1,200	July 12, 1875	Nov. 30, 1875	460 87	D. C.
249	James Moran	1,200	Oct. 1, 1875	Nov. 30, 1875	200 00	N. Y.

*Statement showing the names, compensation, &c., of clerks, messengers, &c., employed in the Bureau of Military Justice from December 1, 1874, to November 30, 1875.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
1	James M. Wright ....	\$2,000	Dec. 1, 1874	Nov. 30, 1875	\$2,000 00	Md.
2	Thomas Duke .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Army.
3	Luke Devlin .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	D. C.
4	H. C. Upperman .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Md.
5	Joseph Fought .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
6	Francis Myers .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
7	Silas J. Dewey .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 09	N. Y.
8	Arthur Schatz .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
9	Ferd. S. Winslow ....	1,200	Sept. 4, 1875	Nov. 30, 1875	288 04	Va.
10	James Watts .....	840	Dec. 1, 1874	Nov. 30, 1875	840 00	N. Y.

*Statement showing the names, compensation, &c., of clerks, messengers, laborers, and watchmen employed in the Office of the Quartermaster-General from December 1, 1874, to November 30, 1875.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
1	George K. Finckel* ...	\$2,000	Dec. 1, 1874	Nov. 30, 1875	\$2,000 00	D. C.
2	Ira S. Allen .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Wis.
3	A. W. Lattimore .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Ind.
4	T. W. Webster .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Md.
5	Charles Ebert .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	N. Y.
6	Albert Gaines .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Me.
7	William H. Hodges ..	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	N. J.
8	L. F. Randolph .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	N. Y.
9	R. V. Belt .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Md.
10	John S. Gallaher .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Va.
11	George Marsh, jr. ....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Ill.
12	John M. Grahame .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Kans.
13	George E. Davis .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Pa.
14	B. A. Farless .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	N. Y.
15	H. W. Smith .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	N. Y.
16	Henry B. Fernald .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Mass.
17	H. P. Viles .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	D. C.
18	H. D. Saxton .....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	D. C.
19	Charles C. Casey .....	1,600	Oct. 16, 1875	Nov. 30, 1875	200 79	Pa.
20	N. H. Martin .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
21	H. H. Garrett .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
22	Fred. A. Gee .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
23	J. H. Pickell .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
24	B. J. O'Driscoll .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
25	Thomas A. Scott .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
26	Robert J. Woodburn ..	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
27	Thomas W. Sanner .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Md.
28	Robert Armour .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
29	W. H. Burnett .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Iowa.
30	S. F. Wainwright .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.

\* Superintendent.

Statement showing the names, compensation, &amp;c.—Continued.

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
31	Louis Galeski.....	\$1,400	Dec. 1, 1874	Nov. 30, 1875	\$1,400 00	N. Y.
32	H. H. Parmenter.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Mass.
33	James Williamson....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
34	Samuel M. Thatcher....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
35	John B. Pearce.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Ohio.
36	Mary L. Davidson.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Md.
37	A. W. Ogden.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
38	A. Y. Leech.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
39	Edward Flagg.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Mass.
40	James G. Hening.....	1,400	Apr. 30, 1875	Nov. 30, 1875	815 52	Md.
41	H. W. Jackson.....	1,400	Apr. 30, 1875	Nov. 30, 1875	815 52	N. Y.
42	E. P. Miller.....	1,400	Apr. 30, 1875	Nov. 30, 1875	815 52	Va.
43	Thomas Montgomery....	1,400	Sept. 1, 1875	Nov. 30, 1875	348 32	N. Y.
44	M. Emmet Urell.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
45	L. F. Fix.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Ohio.
46	J. N. Thornburg.....	1,400	Apr. 30, 1875	Nov. 30, 1875	815 52	W. Va.
47	F. H. Evans.....	1,400	Apr. 30, 1875	Nov. 30, 1875	815 52	N. H.
48	Otto Richter.....	1,400	Apr. 30, 1875	Nov. 30, 1875	815 52	Mo.
49	Lewis B. Parker.....	1,400	Sept. 1, 1875	Nov. 30, 1875	348 32	S. C.
50	Thomas C. Magruder....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
51	John Statz.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
52	Michael Manning.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
53	I. G. Jaquette.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
54	E. C. Townsend.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
55	George W. George.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. H.
56	John D. Creighton.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mass.
57	Frank B. Holden.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mo.
58	Francis McLean.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
59	D. S. Tompkins.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mich.
60	J. S. Franklin.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
61	George W. Callahan....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
62	Thomas M. Newman....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
63	George Palazotto.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
64	J. B. McCreary.....	1,200	Apr. 30, 1875	Nov. 30, 1875	694 50	Pa.
65	William Ludgate.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
66	James McMahon.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
67	Owen McCabe.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mo.
68	D. W. Cleaver.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Iowa.
69	William B. Johnson....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
70	George F. Robinson....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Me.
71	Thomas J. Abbott.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Va.
72	George C. Thomas.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
73	Thomas Sprague.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ind.
74	W. J. O'Brien.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Army.
75	William Ryan.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Nebr.
76	H. Colburn.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
77	P. H. Flood.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
78	C. W. Taylor.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
79	Emma D. Sedgwick....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Conn.
80	Louisa A. Byrne.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
81	Cornelius Ryan.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
82	E. T. Thomas.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
83	Annie B. Ogden.....	1,200	Jan. 1, 1875	Nov. 30, 1875	1,100 00	Va.
84	S. B. Hopperton.....	1,200	Feb. 5, 1875	Nov. 30, 1875	1,000 00	Ohio.
85	D. C. Smith.....	1,200	Apr. 30, 1875	Nov. 30, 1875	694 50	R. I.
86	Wiley Britton.....	1,200	Apr. 30, 1875	Nov. 30, 1875	694 50	Kans.
87	H. A. White.....	1,200	Apr. 30, 1875	Nov. 30, 1875	694 50	Pa.
88	John A. Botts.....	1,200	July 1, 1875	Nov. 30, 1875	500 00	D. C.
89	Julia H. Wilcox.....	1,200	Sept. 1, 1875	Nov. 30, 1875	297 82	D. C.

\* Temporary.

*Statement showing the names, compensation, &c.—Continued.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
90	Mary V. Commageré*	\$1,200	Dec. 1, 1874	Nov. 30, 1875	\$1,200 00	Mich.
91	Nelly M. Bates*	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mich.
92	Mary E. Weeks *	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	La.
93	Lizzie A. Richardson*	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. H.
94	Julia C. Webb*	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Va.
95	M. C. Thomas*	1,200	Jan. 12, 1875	Nov. 30, 1875	1,093 34	D. C.
96	James F. Dooley*	1,200	May 1, 1875	Nov. 30, 1875	694 50	D. C.
97	Thomas J. Horrell*	1,200	Aug. 2, 1875	Nov. 30, 1875	394 64	D. C.
98	W. M. Robertson*	1,200	Sept. 20, 1875	Nov. 30, 1875	235 87	D. C.
99	Howard Edmonds*	1,200	Nov. 1, 1875	Nov. 30, 1875	98 91	Pa.
100	Thomas P. Chiffelle..	1,800	July 1, 1875	Nov. 30, 1875	1,350 00	D. C.
101	Samuel Dale .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
102	James Payne .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
103	George Phelps .....	840	Dec. 1, 1874	Nov. 30, 1875	840 00	D. C.
104	Thomas Allen .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
105	Henry Payne .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
106	Charles Wilton .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
107	Patrick Wall .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
108	Thomas G. Streett ..	720	Dec. 1, 1874	Nov. 30, 1875	720 00	Md.
109	Charles McDonough..	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
110	F. Barnard .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
111	Andrew Mills .....	720	July 1, 1875	Nov. 30, 1875	300 00	D. C.
112	T. B. Dulaney .....	720	Aug. 4, 1875	Nov. 30, 1875	233 48	Md.
113	Espy McCoy .....	720	Oct. 16, 1875	Nov. 30, 1875	90 65	D. C.
114	William Lewis .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
115	Michael P. Desmond..	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
116	James O'Hara .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
117	Michael Waters .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
118	Patrick Delanthy .....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
119	Priscilla Hebb .....	900	Dec. 1, 1874	Nov. 30, 1875	900 00	D. C.
120	Anne C. Knight .....	900	Dec. 1, 1874	Nov. 30, 1875	900 00	Mass.
121	S. N. Bates .....	900	Dec. 1, 1874	Nov. 30, 1875	900 00	Kans.
122	Marcia Richardson ..	900	Dec. 1, 1874	Nov. 30, 1875	900 00	Mich.
123	E. T. Cowperthwaite.	900	Dec. 1, 1874	Nov. 30, 1875	900 00	Pa.
124	Edmonia S. Crawford.	900	Dec. 1, 1874	Nov. 30, 1875	900 00	Va.
125	Marian Goodall .....	900	Dec. 1, 1874	Nov. 30, 1875	900 00	D. C.
126	Emma A. Wood .....	900	Dec. 1, 1874	Nov. 30, 1875	900 00	D. C.
127	Julia B. Maynadier ..	900	Dec. 1, 1874	Nov. 30, 1875	900 00	D. C.
128	Helen J. Paulding .....	900	Dec. 1, 1874	Nov. 30, 1875	900 00	N. Y.
129	Ida Allen .....	900	Dec. 1, 1874	Nov. 30, 1875	900 00	D. C.
130	Emily Ring .....	900	Dec. 1, 1874	Nov. 30, 1875	900 00	N. Y.
131	Marg't H. Fillebrown.	900	Dec. 1, 1874	Nov. 30, 1875	900 00	D. C.
132	Victoria J. LeCompte.	900	Dec. 1, 1874	Nov. 30, 1875	900 00	Md.
133	Harriet Chur .....	900	Dec. 1, 1874	Nov. 30, 1875	900 00	Pa.
134	Lizzie P. Roy .....	900	Jan. 18, 1875	Nov. 30, 1875	782 50	D. C.
135	Annie E. Trumbull .....	900	Jan. 18, 1875	Nov. 30, 1875	782 50	D. C.
136	Jennie Byrd Jones .....	900	July 1, 1875	Nov. 30, 1875	375 00	D. C.
137	Caroline A. Sherman*	900	Dec. 1, 1874	Nov. 30, 1875	900 00	Va.
138	Eliza W. Barstow* ..	900	Dec. 1, 1874	Nov. 30, 1875	900 00	Mass.
139	Hannah A. Insee* ..	900	Dec. 1, 1874	Nov. 30, 1875	900 00	N. Y.
140	Eliza C. Bull* .....	900	Dec. 1, 1874	Nov. 30, 1875	900 00	D. C.
141	Sarah E. Rawlins* ..	900	Dec. 1, 1874	Nov. 30, 1875	900 00	Va.
142	Margaret W. Sill* .....	900	Dec. 1, 1874	Nov. 30, 1875	900 00	N. J.
143	Ellen H. Sheldon* ..	900	Dec. 1, 1874	Nov. 30, 1875	900 00	N. Y.
144	Emily J. Tolley* .....	900	Dec. 1, 1874	Nov. 30, 1875	900 00	S. C.
145	Virginia L. Johnson* ..	900	Dec. 1, 1874	Nov. 30, 1875	900 00	Va.
146	Annie G. Davis* .....	900	May 31, 1875	Nov. 30, 1875	449 17	D. C.
147	Mary Murray .....	360	Dec. 1, 1874	Nov. 30, 1875	360 00	D. C.

\* Temporary.

*Statement showing the names, compensation, &c., of clerks, messengers, laborers, and watchmen employed in the Office of the Commissary-General of Subsistence from December 1, 1874, to November 30, 1875.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
1	Richard M. Hanson*	\$2,000	Dec. 1, 1874	Nov. 30, 1875	\$2,000 00	D. C.
2	Joseph Schwartz	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Army.
3	W. H. Wetzel	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Pa.
4	John Penn Jones	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	D. C.
5	D. Austin McCarthy	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	D. C.
6	William W. McGill	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	D. C.
7	H. F. Robinson	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Vt.
8	William Nonrse	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
9	G. J. L. Foxwell	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Army.
10	C. T. Eldridge	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Me.
11	J. M. Belt	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
12	C. N. Moore	1,400	July 1, 1875	Nov. 30, 1875	582 00	Wis.
13	Amos Hadley	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Me.
14	R. S. Kearney	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
15	Frank W. Edwards	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mass.
16	William H. Partridge	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
17	W. F. Johnson	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
18	A. W. Clear	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
19	John Barr	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Del.
20	M. C. Edson	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Minn.
21	Charles W. Pairo	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
22	Thomas M. Moran	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
23	S. B. Evans	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
24	Joseph S. Vansant	1,200	Sept. 25, 1875	Nov. 30, 1875	219 57	Iowa.
25	George Lackey	840	Dec. 1, 1874	Nov. 30, 1875	840 00	D. C.
26	Daniel Donovan	720	Dec. 1, 1874	Nov. 30, 1875	720 00	Mass.
27	John Craig	720	Dec. 1, 1874	Nov. 30, 1875	720 00	Mass.
28	Henry Johnson	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
29	William Pinion	720	Dec. 1, 1874	Nov. 30, 1875	720 00	La.
30	Arthur Donnelly	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.

\* Superintendent.

*Statement showing the names, compensation, &c., of clerks, messengers, laborers, and watchmen employed in the Office of the Surgeon-General from December 1, 1874, to November 30, 1875.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
1	Samuel Ramsey	\$2,000	Dec. 1, 1874	Nov. 30, 1875	\$2,000 00	Va.
2	Charles Harling	1,800	Dec. 1, 1874	Nov. 30, 1875	2,000 00	D. C.
3	Andrew Bischoff	1,800	Dec. 1, 1874	Nov. 30, 1875	2,000 00	N. Y.
4	John Wilson	1,800	Dec. 1, 1874	Nov. 30, 1875	2,000 00	N. Y.
5	J. Price Kepner	1,800	Dec. 1, 1874	Nov. 30, 1875	2,000 00	Pa.
6	C. J. Myers	1,800	Dec. 1, 1874	Nov. 30, 1875	2,000 00	D. C.
7	M. L. Baxter	1,800	Dec. 1, 1874	Nov. 30, 1875	2,000 00	Ill.
8	S. A. Moulthrop	1,800	July 1, 1875	Nov. 30, 1875	750 00	Conn.
9	Edward Shaw	1,400	July 1, 1875	Nov. 30, 1875	750 00	Mass.
10	D. G. Dixon	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Pa.
11	Jacob Froch	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	D. C.

*Statement showing the names, compensation, &c.—Continued.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
12	Joseph R. Rose .....	\$1,600	July 1, 1875	Nov. 30, 1875	\$666 00	N. Y.
13	George E. Corson .....	1,600	July 1, 1875	Nov. 30, 1875	666 00	Me.
14	Fred. W. Stone .....	1,600	July 1, 1875	Nov. 30, 1875	666 00	Me.
15	J. F. Loughran .....	1,600	July 1, 1875	Nov. 30, 1875	666 00	D. C.
16	Frederick R. Sparks .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
17	C. P. Clark .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
18	R. Ravenburg .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Wis.
19	Wm. S. McPherson .....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
20	F. L. Apel .....	1,400	July 1, 1875	Nov. 30, 1875	582 00	Pa.
21	A. Rechenberg .....	1,400	July 1, 1875	Nov. 30, 1875	582 00	D. C.
22	W. Schwennecker .....	1,400	July 1, 1875	Nov. 30, 1875	582 00	D. C.
23	A. M. Buck .....	1,400	July 1, 1875	Nov. 30, 1875	582 00	Wis.
24	F. W. Storch .....	1,400	July 1, 1875	Nov. 30, 1875	582 00	D. C.
25	William Palmer .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
26	T. G. Haviland .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
27	E. F. Schafhirt .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
28	E. S. McCleary .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
29	S. C. Hanson .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
30	A. H. Gawler* .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
31	E. S. Fletcher .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
32	James Palmer .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
33	J. R. Imbrie .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
34	W. C. Myers .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
35	J. C. McConnell .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
36	John M. Nesbitt .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
37	G. W. Fisher .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
38	Mat. Bryan .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
39	G. M. Dowe .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
40	William Fisher .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
41	James D. Hendley .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
42	George A. Jones .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
43	Louis Leclerc .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
44	William Pittis .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
45	Lewis H. Rose .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
46	J. Albert Wise .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
47	J. H. Collins .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
48	J. Howard Bushnell .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
49	William Crompton .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Minn.
50	Robert W. Hardy .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Iowa.
51	Ben. A. Jones .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
52	Magnus Kuechling .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
53	Isaac P. Noyes .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	R. I.
54	Charles Roller .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
55	M. H. Tenlon .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
56	Charles Watson .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mass.
57	B. F. Williams .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
58	Samuel Johnston .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	W. Ter.
59	J. W. St. Clair .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
60	A. D. Addison .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
61	M. Addison .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
62	E. Ashfield .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
63	L. T. Bremerman .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
64	C. W. Brown .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
65	Henry L. Bryan .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
66	M. G. Chew .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Miss.
67	C. R. Clifton .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
68	John B. Davidson .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
69	William H. Degges .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
70	Charles W. Egau .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.

\* Superintendent.

Statement showing the names, compensation, &amp;c.—Continued.

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
71	L. J. Eliot .....	\$1,200	Dec. 1, 1874	Nov. 30, 1875	\$1,200 00	D. C.
72	J. C. Fill .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
73	W. J. Fishburne .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
74	F. J. Foster .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
75	John F. Gibson .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
76	William Gleason .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
77	W. E. Harley .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
78	F. C. Holland .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
79	Alfred Hoss .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Tenn.
80	E. W. Kepner .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
81	John F. Langworthy .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
82	G. H. Larcombe .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
83	J. S. Larcombe .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
84	D. E. Lattimore .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ind.
85	J. F. Linden .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
86	Thomas L. Miller .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mass.
87	Charles J. Moore .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
88	W. T. W. Moritz .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ala.
89	W. D. Palmer .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
90	C. Parkinson .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Texas.
91	Luther M. Penfield .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Conn.
92	Walter Procter .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
93	B. W. Reiss .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
94	William A. Ruess .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
95	Matthew Ryan .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
96	J. Shelton Schaeffer .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
97	Ernst Schmid .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
98	R. L. Shriner .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
99	L. W. Slater .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Va.
100	W. F. Snyder .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
101	D. B. Street .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
102	W. H. Stuard .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
103	E. H. Tabler .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
104	J. L. Taylor .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
105	C. H. Underwood .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
106	R. B. Wagner .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
107	A. G. Yount .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
108	D. H. Yount .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
109	B. Zglinitzki .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
110	J. E. Cheney .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ill.
111	David Flynn .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
112	Thomas Frisby .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
113	George H. Holt .....	1,200	Mar. 27, 1875	Nov. 30, 1875	800 00	D. C.
114	Anton Becker .....	1,200	July 1, 1875	Nov. 30, 1875	500 00	D. C.
115	Thomas O'Beirne .....	1,200	July 15, 1875	Nov. 30, 1875	454 34	Mass.
116	F. B. Loftus .....	1,200	Nov. 1, 1875	Nov. 30, 1875	98 91	D. C.
117	Wm. R. Goodman* .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
118	Samuel Hilton* .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	R. I.
119	E. H. Le Mout* .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
120	John Merrill .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. H.
121	Louis Morell .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
122	E. T. Parker .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. H.
123	Peter Preuss .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
124	J. F. Reardon* .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
125	E. L. Reese .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
126	James Taylor* .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
127	W. E. Spedden* .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
128	John N. Ehle* .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
129	W. S. Marr* .....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.

\* Temporary.



Statement showing the names, compensation, &c.—Continued.

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
130	H. W. Durnall*.....	\$1,200	July 1, 1875	Nov. 30, 1875	\$500 00	Pa.
131	Lonis P. Altschu*.....	1,200	July 8, 1875	Nov. 30, 1875	500 00	Kans.
132	J. S. McFarland*.....	1,200	July 5, 1875	Nov. 30, 1875	500 00	Pa.
133	R. L. Clear*.....	1,200	July 1, 1875	Nov. 30, 1875	500 00	D. C.
134	Adam Geib*.....	1,200	July 1, 1875	Nov. 30, 1875	500 00	D. C.
135	H. O. Hall*.....	1,200	July 2, 1875	Nov. 30, 1875	500 00	Iowa.
136	T. S. Buchanan*.....	1,200	July 1, 1875	Nov. 30, 1875	500 00	Pa.
137	Charles Abert*.....	1,200	July 6, 1875	Nov. 30, 1875	500 00	Md.
138	O. D. Kinsman*.....	1,200	July 3, 1875	Nov. 30, 1875	500 00	N. Y.
139	G. A. Richardson*.....	1,200	July 1, 1875	Nov. 30, 1875	500 00	Md.
140	J. M. R. Welsh*.....	1,200	July 15, 1875	Nov. 30, 1875	451 09	D. C.
141	E. J. Ward*.....	1,200	Aug. 7, 1875	Nov. 30, 1875	398 91	D. C.
142	R. W. Shafeldt, jr*.....	1,200	Aug. 12, 1875	Nov. 30, 1875	369 57	D. C.
143	G. W. Collins*.....	1,200	Sept. 7, 1875	Nov. 30, 1875	278 26	D. C.
144	William B. Corbit*.....	1,200	Nov. 1, 1875	Nov. 30, 1875	98 91	D. C.
145	Frederic Schafhirt.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Pa.
146	J. F. Linkins.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
147	Eli Jackson.....	840	Dec. 1, 1874	Nov. 30, 1875	840 00	D. C.
148	John G. Burkhardt.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
149	Thomas Whelan.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
150	William Green.....	720	Feb. 19, 1875	Nov. 30, 1875	562 00	D. C.
151	Jabez Jay.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
152	Fredreck Nenjahr.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
153	Lorenz Auber.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
154	William Bowles.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
155	Martin Gannon.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
156	G. W. Giddens.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	Ala.
157	A. K. Ferris.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	N. J.
158	Patrick McEneaney.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	Kans.
159	John Fogarty.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	N. Y.
160	A. Brown.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
161	J. J. Hanlon.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	N. Y.
162	James H. Murphy.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
163	A. Stern.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
164	Charles Trought*.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
165	C. Williams*.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
166	John Callahan*.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
167	John Downing*.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
168	M. Duffy*.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
169	W. E. J. Jones*.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.

\* Temporary.

*Statement showing the names, compensation, &c., of clerks, messengers, laborers, and watchmen employed in the Office of the Chief of Ordnance from December 1, 1874, to November 30, 1875.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
1	Y. McNally.....	\$2,000	Dec. 1, 1874	Nov. 30, 1875	\$2,000 00	Mass.
2	John Moran.....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Army.
3	E. A. Skillman.....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	N. J.
4	William D. Postal....	1,800	June 1, 1875	Nov. 30, 1875	898 35	Tenn.
5	A. W. Pentland.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Pa.
6	S. C. Hull.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Ill.
7	L. J. Bryant.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Wis.
8	Charles Becker.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Army.
9	Frank H. Finckel....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
10	John J. Cook.....	1,400	June 1, 1875	Nov. 30, 1875	697 38	D. C.
11	R. L. Walter.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Army.
12	Charles S. Keller....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
13	H. Bruggeman.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
14	R. A. Foster.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
15	James S. Pierce.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
16	John L. Wilkins.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
17	Charles E. Bailey....	1,200	May 1, 1875	Nov. 30, 1875	701 10	D. C.
18	H. F. J. Brown.....	1,200	July 1, 1875	Nov. 30, 1875	500 00	Pa.
19	John M. Smith.....	840	July 1, 1875	Nov. 30, 1875	350 00	D. C.
20	N. Mullikin.....	720	July 1, 1875	Nov. 30, 1875	300 00	Md.

*Statement showing the names, compensation, &c., of clerks, messengers, laborers, and watchmen employed in the Office of the Paymaster-General from December 1, 1874, to November 30, 1875.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
1	G. D. Hanson.....	\$2,000	Dec. 1, 1874	Nov. 30, 1875	\$2,000 00	D. C.
2	John L. Edwards.....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	D. C.
3	H. T. White.....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Vt.
4	Will T. Kent.....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Pa.
5	W. G. Newton.....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Ohio.
6	E. A. Pratt.....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	N. Y.
7	T. M. Exley.....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Mass.
8	H. Maxwell.....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Ohio.
9	Albert P. Eastman....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Mass.
10	M. M. Bartlett.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	N. H.
11	B. P. Murray.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	N. Y.
12	A. P. Dunlap.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	N. Y.
13	E. Goodrich.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Ohio.
14	C. L. Chapman.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	N. Y.
15	J. A. Sterling.....	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Ohio.
16	Thomas J. Myers.....	1,600	Mar. 23, 1875	Nov. 30, 1875	1,071 00	D. C.
17	W. J. Wilson.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
18	F. H. Mundy.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
19	Z. S. Buckler.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Md.
20	James P. Pearson.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. H.
21	Charles N. Bennit....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
22	L. O. Bowie.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.

\* Superintendent.

Statement showing the names, compensation of clerks, &c.—Continued.

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
23	A. M. Salmon.....	\$1,400	Dec. 1, 1874	Nov. 30, 1875	\$1,400 00	N. J.
24	C. F. Cobb.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Md.
25	F. J. Willis.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
26	George Hickenlooper.	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Iowa.
27	J. B. Royce.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Vt.
28	J. L. H. Winfield ....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
29	J. B. Diver.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
30	Eugene McSweeney...	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
31	J. S. Cleverdon .....	1,400	Mar. 23, 1875	Nov. 30, 1875	937 00	Ohio.
32	W. Cadman*.....	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
33	Sam'l E. Thomason*..	1,400	Mar. 23, 1875	Nov. 30, 1875	937 00	N. Y.
34	E. L. Stone.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
35	Thos. J. MacNamee ..	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Mass.
36	James Cross.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
37	Allen Wright.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Vt.
38	William Webb.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Conn.
39	H. E. Wentworth.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
40	A. T. Shurtleff.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	R. I.
41	Robert B. Kepner.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
42	John W. Moore.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Pa.
43	Henry Valk.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	N. Y.
44	Jos. B. Collins.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
45	Fred. Thomson.....	1,200	Mar. 23, 1875	Nov. 30, 1875	800 00	D. C.
46	J. M. Knowles*.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
47	Jos. S. Ball*.....	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Ohio.
48	F. X. Byrnet.....	1,200	Apr. 1, 1875	Nov. 30, 1875	800 00	D. C.
49	J. H. C. Young*.....	1,200	Apr. 10, 1875	Nov. 30, 1875	770 33	D. C.
50	E. W. Moore.....	840	Dec. 1, 1874	Nov. 30, 1875	840 00	Pa.
51	L. F. Cooke.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	N. Y.
52	Michael B. Buckley ..	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
53	Wallace Grant.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
54	W. H. Harrison.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
55	Robert E. Doyle, jr...	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
56	Daniel Shannon.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	Mass.
57	Timothy T. Lane.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
58	Chr. Kaufman.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	N. Y.
59	John Davis.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	Va.
BUILDING CORNER F AND FIFTEENTH STS.						
1	G. D. Hanson†.....	250	Dec. 1, 1874	Nov. 30, 1875	250 00	D. C.
2	Robert E. Dayle.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
3	F. R. May.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
4	F. Armstrong.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
5	Charles Braunan.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
6	Michael Mooney.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
7	P. Carpenter.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
8	James Loveless.....	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.

\* Temporary.

† Regular.

; Superintendent.

*Statement showing the names, compensation, &c., of clerks, messengers, laborers, and watchmen employed in the Office of the Chief of Engineers from December 1, 1874, to November 30, 1875.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
1	William J. Warren...	\$2,000	Dec. 1, 1874	Nov. 30, 1875	\$2,000 00	N. Y.
2	George T. Woodward.	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	D. C.
3	William A. Anderson.	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Army.
4	Schnuyler Duryee.	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	Va.
5	P. J. Dempsey	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 08	Va.
6	Charles G. Love	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	N. Y.
7	F. N. Barbarin	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	N. J.
8	James Eveleth*	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Va.
9	F. J. Willoughby	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	D. C.
10	N. S. Fisher	1,600	Dec. 1, 1874	Nov. 30, 1875	1,600 00	Va.
11	John M. Jewell	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	Pa.
12	H. C. Preuss	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
13	W. Jansen	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	N. Y.
14	H. B. King	1,400	Dec. 1, 1874	Nov. 30, 1875	1,400 00	D. C.
15	John T. Stetson	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
16	Fred'k Ringgold	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	Md.
17	Z. W. Denham	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
18	George A. Thurn	1,200	Dec. 1, 1874	Nov. 30, 1875	1,200 00	D. C.
19	James A. D. Green	840	Dec. 1, 1874	Nov. 30, 1875	840 00	D. C.
20	W. H. Deckman	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
21	Fred. C. Hartmann	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
22	Owens Dawson	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.

\* Superintendent.

*Statement showing the names, compensation, &c., of superintendent and laborers employed in the building corner F and Seventeenth streets from December 1, 1874, to November 30, 1875.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
1	James Eveleth*	\$250	Dec. 1, 1874	Nov. 30, 1875	\$220 00	Va.
2	Charles Tilley	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
3	James M. Etter	720	Dec. 1, 1874	Nov. 30, 1875	720 0	Pa.
4	Robert Foertsch	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
5	M. A. Eldridge	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
6	Patrick Fitzgerald	720	Dec. 1, 1874	Nov. 30, 1875	720 00	D. C.
7	George F. Jenkins	720	Oct. 1, 1875	Nov. 30, 1875	120 00	D. C.

\* Superintendent.

*Statement showing the names, compensation, &c., of clerk and messenger employed in the Office of the Inspector-General from December 1, 1874, to November 30, 1875.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
1	James Barwood.....	\$1,800	Dec. 1, 1874	Nov. 30, 1875	\$1,800 00	N. Y.
2	John Conuolly.....	840	Dec. 1, 1874	Nov. 30, 1875	840 00	D. C.

*Statement showing the names, compensation, &c., of clerks and messenger employed in the Office of the Chief Signal-Officer from December 1, 1874, to November 30, 1875.*

Number.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
1	Alex. Ashley.....	\$1,800	Dec. 1, 1874	Nov. 30, 1875	\$1,800 00	Pa.
2	James B. Wimer .....	1,800	Dec. 1, 1874	Nov. 30, 1875	1,800 00	D. C.
3	Samuel Middleton ...	840	July 15, 1875	Nov. 30, 1875	318 04	D. C.

INACCURACIES AND OMISSIONS IN THE REVISED STATUTES.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*Reports of heads of Bureaus of the War Department showing inaccuracies and omissions in the Revised Statutes.*

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JANUARY 5, 1876.—Referred to the Committee on the Revision of the Laws and ordered to be printed.

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WAR DEPARTMENT, December 20, 1875.

The Secretary of War has the honor to transmit to the House of Representatives reports from heads of Bureaus of the War Department showing inaccuracies and omissions which, upon careful examination, have been found to exist in the Revised Statutes.

Attentive consideration is invited to these reports, as the changes, &c., made affect to a considerable extent the laws governing the Army and the administration of the Department.

WM. W. BELKNAP,  
*Secretary of War.*

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The act approved August 7, 1789, chap. 7, provides for the organization of the War Department, and the 2d section of the act says: "There shall be in the said Department an inferior officer, to be appointed by the said principal officer, to be employed therein as he shall deem proper, and to be called the chief clerk in the Department of War, and who, whenever the said principal officer shall be removed from office by the President of the United States, or in any other case of vacancy, shall, during such vacancy, have the charge and custody of all records, books, and papers appertaining to the said Department."

This provision of law has been codified out of existence by the *New Revised Statutes*.

The act approved July 23, 1868, chap. 227, in its first section provides that the "first or sole assistant thereof shall, unless otherwise directed by the President of the United States," perform the duties of the head of an Executive Department in case of the death, resignation, absence, or sickness of such head. And section three of the same act author-

## 2 INACCURACIES AND OMISSIONS IN THE REVISED STATUTES.

izes the President to "direct the head of any other Executive Department, or other officer in either of those Departments whose appointment is by and with the advice and consent of the Senate vested in the President, to perform the duties of the office vacant as aforesaid."

Now, there is no sole assistant in the War Department, and all the officers of the Army being prohibited by law (sec. 18, act approved July 15, 1870, chap. 294) from exercising the functions of a civil office on pain of vacating their commission, and all heads of Bureaus being military officers, it follows that there is no one in the War Department who can exercise the functions of the Secretary of War during a vacancy except the chief clerk, under the law of 1789, or the head of some other Department, under the act of 1868.

There is nothing in subsequent legislation which deprives the chief clerk of the powers given him by the act of 1879, and the Revised Statutes should be amended accordingly.

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### OFFICE OF THE CHIEF OF ENGINEERS, Washington, D. C., July 17, 1875.

Statutes at Large,  
vol. 11, chap. cxlv,  
sec. 1, page 249.

Title xl, sec.  
3620, page 718.

Statutes at Large,  
vol. 11, chap. cxlv,  
sec. 1, page 249.

SIR: In compliance with War Department circular dated 15th of March last, requesting chiefs of Bureaus to report for the information of the Hon. the Secretary any inaccuracies or omissions in the Revised Statutes, I have to ask attention to the omission of provisions contained in section 1 of the act of 3d March, 1857, entitled "An act to amend an act to provide for the better organization of the Treasury, and for the collection, safe-keeping, transfer, and disbursement of the public revenue."

The Revised Statutes require a disbursing officer or agent to draw the public money placed to his credit with the Treasurer or with an assistant treasurer of the U. S. "*only as it may be required for payments to be made by him in pursuance of law,*" but neither in this section nor elsewhere, as far as I have been able to find, is the provision of the act of 1857, that the checks must be "*only in favor of the person to whom payment is to be made,*" contained in the Revised Statutes, and this provision of law has not, to my knowledge, been repealed.

Very respectfully, your obedient servant.

A. A. HUMPHREYS,  
*Brig. Gen. and Chief of Engineers.*  
HON. WM. W. BELKNAP,  
*Secretary of War.*

P. S.—Any other errors or omissions which may be discovered in this Office will be duly reported.

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*Report by the Surgeon-General, of inaccuracies and omissions found in Revised Statutes, called for by circulars of March 15 and 18, 1875, from the War Department.*

### SECTION 197.

The section referred to (section 1 of chapter 300, July 15, 1870, volume

16, page 364,) reads [line 3] "*Adjutant-General*" instead of "*Attorney-General*," and section 3 of said act excepts "supplies of stationery and fuel in the public offices, and books, pamphlets, and papers in the Library of Congress," from the operation of the statute.

#### SECTION 225.

Section 2 of act of February 7, 1863, (volume 12, page 641,) appears to have been omitted. It enacts "that in settling the accounts of the commanding officer of a company for clothing and other military supplies the affidavit of any such officer may be received to show the loss of vouchers or company-books, or any matter or circumstance tending to prove that any apparent deficiency was occasioned by unavoidable accident or lost in actual service, without any fault on his part, or that the whole or any part of such clothing and supplies had been properly and legally used and appropriated, and such affidavit may be considered as evidence to establish the facts set forth, with or without other evidence, as may seem to the Secretary of War just and proper under the circumstances of the case."

#### OMISSIONS.

Act of April 7, 1866, chapter 28, section 1, volume 14, page 23. The clause authorizing the purchase of Ford's Theater (although part of an appropriation act) designates the use to which the building is to be put, viz, "the deposit and safe-keeping of documentary papers relating to the soldiers of the Army of the United States and of the museum of the medical and surgical department of the Army." It is thought that this provision is permanent in its nature, and should therefore be retained.

The act of March 11, 1864, chapter 27, volume 13, pp. 20, 21, 22, ("an act to establish a uniform system of ambulances in the armies of the United States") is entirely omitted.

#### • SECTION 1102.

The laws embodied in section 1108 (post, page 210) have been construed as making provision for all medical officers who are to be included in the Army, and no appointments of *regimental* medical officers under this law have ever been made in the regular Army.

Should not the clauses in this section allowing surgeons and assistant surgeons of regiments be stricken out?

#### SECTION 1168.

Section 5 of chapter 55, act of April 16, 1862, (vol. 12, page 379,) specifically prescribes the duties of medical purveyors, and of what special requisitions on them shall consist. Captain R. N. Scott (in his *Digest of Military Laws*, § 288, note 9,) expresses the opinion that although the other sections of the act have expired by limitation, the provisions of this section were perpetuated by the act of July 28, 1866, continuing medical purveyors in the Army.

#### SECTION 1174.

Act of March 3, 1863, chapter 78, section 8, volume 12, page 744,



#### 4 INACCURACIES AND OMISSIONS IN THE REVISED STATUTES.

after the word "*line*," the words "under such rules and regulations as shall be prescribed by the Secretary of War," are omitted.

##### OMISSION.

It is respectfully recommended that paragraph 1318 of Army Regulations of 1863, omitted in this revision, be embodied in the U. S. Statutes. Attention invited to letter of the Surgeon-General to the Adjutant-General, United States Army, on this subject, dated October 29, 1875. Said paragraph reads as follows: "When an assistant surgeon has served five years, he is subject to be examined for promotion. If he decline the examination or be found not qualified by moral habits or professional acquirements, he ceases to be a medical officer of the Army."

##### SECTION 1273.

"Mileage shall not be allowed when the officer has been transferred or relieved at his own request." (Act of March 3, 1859, chapter 83, section 1, volume 11, page 432.)

##### SECTION 1280.

(Line 3,) for "conditions," read *additions*. See the statute, (act of May 15, 1872, chapter 160, section 1, volume 17, page 116.)

##### ARTICLE OF WAR, No. 26.

[Old Article of War 25.] The word "corporal" should be stricken from this article, such is the intent of Statute of June 6, 1872, chapter 316, section 2, volume 17, page 261, and see article 98, in Revised Statutes, page 239.

##### ARTICLE OF WAR, No. 38.

[Old Article of War 45.] Statute of June 6, 1872, chapter 316, section 2, volume 17, page 261, enacts that the word "corporeal" shall be stricken from this article; and see article 98, in Revised Statutes, page 239.

##### SECTIONS 1628, 1632.

So much of this law as prescribes the arms and equipments to be provided is obsolete.

##### SECTION 3618.

The act of June 8, 1872, (chapter 348, volume 17, page 337.) excepts "materials, stores, or supplies sold to officers and soldiers of the Army," and does not limit the exception to "*commissary*" stores.

##### SECTION 3672.

This enactment does not apply to "materials, stores, or supplies sold to officers and soldiers of the Army," or to exploring or surveying expeditions authorized by law. (Act of June 8, 1872, chapter 348, volume 17, page 337.)

## SECTION 3692.

The act of June 8, 1872, (chapter 348, volume 17, page 337,) includes "materials, stores, or supplies sold to officers and soldiers of the Army," not limiting this provision to "*commissary*" stores.

## OMISSION.

Section 4 of act of March 3, 1873, chapter 228, (volume 17, page 542,) provides "that the Postmaster-General shall cause to be prepared a special stamp or stamped envelope, to be used only for official mail-matter, for each of the Executive Departments, and said stamps and stamped envelopes shall be supplied by the proper officer of said Departments to all persons under its direction, requiring the same for official use; and all appropriations for postage heretofore made shall no longer be available for said purpose; and all said stamps and stamped envelopes shall be sold or furnished to said several Departments or clerks only at the price for which stamps and stamped envelopes of like value are sold at the several post-offices."

The above appears to be entirely omitted.

*Comparison of the Revised Statutes and original statutes in relation to artificial limbs.*

## REVISED STATUTES.

SEC. 4787. Every officer, soldier, seaman, and marine, who was disabled during the war for the suppression of the rebellion, in the military or naval service, and in the line of duty, or in consequence of wounds received or disease contracted therein, and who was furnished by the War Department, since the 17th day of June, eighteen hundred and seventy, with an artificial limb or apparatus for resection, or who was entitled to receive such limb or apparatus since said date, shall be entitled to receive a new limb or apparatus at the expiration of every five years thereafter, under such regulations as have been or may be prescribed by the Surgeon-General of the Army.

SEC. 4788. Every person entitled to the benefits of the preceding section may, if he so elects, receive, instead of such limb or apparatus, the money-value thereof, at the following rates, namely: For artificial legs, seventy-five dollars; for arms, fifty dollars; for feet, fifty dollars; for apparatus for resection, fifty dollars.

## STATUTES-AT-LARGE.

An act to provide for furnishing artificial limbs to disabled soldiers.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That every soldier who was disabled during the late war for the suppression of the rebellion, and who was furnished by the War Department with an artificial limb, or apparatus for resection, shall be entitled to receive a new limb or apparatus as soon after the passage of this act as the same can be *practically* [practicably] furnished, and at the expiration of every five years thereafter, under such regulations as may be prescribed by the Surgeon-General of the Army: *Provided*, That the soldier may, if he so elect, receive, instead of said limb or apparatus, the money-value thereof at the following rates, viz: For artificial legs, seventy-five dollars; for arms, fifty dollars; for feet, fifty dollars; for apparatus for resection, fifty dollars.

SEC. 4789. The Surgeon-General shall certify to the Commissioner of Pensions a list of all soldiers who elect to receive money-commutation instead of limbs or apparatus, with the amount due to each, and the Commissioner of Pensions shall cause the same to be paid to such soldiers in the same manner as pensions are paid.

SEC. 4790. Every person in the military or naval service who lost a limb during the war of the rebellion, but from the nature of his injury is not able to use an artificial limb, shall be entitled to the benefits of section forty-seven hundred and eighty-eight, and shall receive money commutation as therein provided.

SEC. 4791. The Secretary of War is authorized and directed to furnish to the persons embraced by the provisions of section forty-seven hundred and eighty-seven, transportation to and from their homes and the place where they may be required to go to obtain artificial limbs provided for them under authority of law.

SEC. 2. *And be it further enacted,* That the Surgeon-General shall certify to the Commissioner of Pensions a list of all soldiers who have elected to receive money-commutation instead of limbs or apparatus, with the amount due to each; and the Commissioner of Pensions shall cause the same to be paid to such soldiers in the same manner as pensions are now, or hereafter may be, paid.

SEC. 3. *And be it further enacted,* That every soldier who lost a limb during the late war, but from the nature of his injury was not able to use an artificial limb, and consequently received none from the Government, shall be entitled to the benefits of this act and shall receive money commutation, as hereinbefore provided.

Approved June 17, 1870.

*Be it enacted, &c.,* That the benefits of the act approved June seventeenth, eighteen hundred and seventy, entitled "An act to provide for furnishing artificial limbs to disabled soldiers," shall be extended to all officers, soldiers, seamen, and marines disabled in the military or naval service of the United States, as fully as the same are provided for in the acts approved July sixteenth, eighteen hundred and sixty-two, July twenty-eighth, eighteen hundred and sixty-six, and July twenty-seventh, eighteen hundred and sixty-eight, in so far as the said acts relate to artificial limbs and to transportation for procuring said limbs.

Approved June 30, 1870.

Act making appropriations for the payment of invalid and other pensions, &c.:

\* \* \* That an amount sufficient to pay the expenses of furnishing artificial limbs for soldiers and sailors, provided for by the act approved June seventeenth, eighteen hundred and seventy, may be paid out of the appropriations made by this act.

Approved July 11, 1870.

To the same effect acts of January 30, 1871, February 20, 1872, January 10, 1873, June 20, 1874, and March 1, 1875.

Act of June 8, 1872, not embraced in the Revised Statutes, and therefore held not to be repealed by them:

*Be it enacted, &c.,* That the acts approved June seventeen, eighteen hundred and seventy, and June thirty, eighteen hundred and seventy, for supplying artificial limbs, or commutation for the same, to officers, soldiers, and seamen, shall apply to all officers, non-commissioned officers, enlisted and hired men of the land and naval forces of the United States who, in the line of their duty as such, shall have lost limbs or sustained bodily injuries depriving them of the use of any of their limbs, to be determined by the Surgeon-General of the Army.

SEC. 2. That the transportation allowed for having artificial limbs fitted shall be furnished by the Quartermaster-General of the Army, the cost of which shall be refunded from the appropriations for invalid pensions.

SEC. 3. That the term of five years specified in the first section of the act approved June seventeen, eighteen hundred and seventy, entitled "An act to provide for furnishing artificial limbs to disabled soldiers," shall be held to commence in each case with the filing of the application under that act.

*Defects of the Revised Statutes.*

- 1st. They ignore the act of June 8, 1872.
- 2d. They do not indicate who is entitled.
- 3d. They leave it uncertain when the periods of five years begin or end.
- 4th. They do not state who is to furnish the limbs, only direct that the Commissioner of Pensions shall pay the commutation.
- 5th. They direct the Secretary of War to furnish transportation, but he has never been furnished any funds for that purpose.
- 6th. Hired men and persons disabled before or since the rebellion are excluded.

J. K. BARNES,  
*Surgeon-General.*

SURGEON-GENERAL'S OFFICE,  
November 24, 1875.

*Report of Benjamin Alvord, Paymaster-General, on "inaccuracies and omissions" found in the Revised Statutes; required in circular of March 15, 1875, from the War Department.*

## TITLE IV.—SECTION 164.

Statutes at Large, vol. 10, p. 211. The word "other" should be omitted, as it implies that the chief of the Bureau is a clerk.

## TITLE XIV.—THE ARMY. CHAPTER ONE.—ORGANIZATION. SECTION 1102.

*Veterinary surgeon.* Instead of "and the ninth and tenth regiments shall have an additional veterinary surgeon," it should have said "the seventh, eighth, ninth, and tenth regiments shall have an additional veterinary surgeon."

See *act of July 28, 1866*, vol. 14, p. 332.

No pay is prescribed for veterinary surgeons in chapter 3, on pay and allowances. But as the last clause of sec. 5597 says that these Revised Statutes do not "in any manner affect the right to any office," their right to pay under former laws remains undisturbed. (See for their pay sec. 3, act of July 28, 1866, and sec. 37, act of March 3, 1863.)

## SECTION 1182.

*Paymaster-General.*

Sec. 18, act July 28, 1866, vol. 14, p. 335.

The text should say that the permanent rank of Paymaster-General is that of brigadier-general, as given in sec. 18, act of July 28, 1866. (Vol. 14, Statutes at Large, p. 335.) The act of June 4, 1872, (vol. 18, p. 219,) only authorized the President to fill the then existing vacancy with an appointee to have "the rank of colonel." It was done on an avowed policy, since abandoned to reduce all chiefs of staff to the rank of colonel.

## CHAPTER THREE.—PAY AND ALLOWANCES. OMISSIONS. 1280.

*Company Q. M. Sergeant.*

Sec. 4, act July 29, 1861, vol. 12, p. 280, Statutes at Large.

Sections 1100, 1102, 1107, provide in the organization for a company quartermaster sergeant of artillery, cavalry, and infantry, but this chapter on pay does not give the law for their pay. But the last clause of sec. 5597 provides that their right to the office, and, therefore, to the pay, shall not be disturbed. Their pay is seventeen dollars per month. (See 4th sec. of act of July 29, 1861.)

## OMISSION. 1280.

*Artificer.*

Sec. 16, act July 5, 1838, vol. 5, p. 238.

Sec. 1, act Aug. 4, 1854, vol. 10, p. 575.

Sections 1100 and 1107 provide in the organization for the grade of artificer of cavalry and infantry, but this chapter does not give his pay. He is entitled to \$15 per month by former laws, cited in the margin.

## OMISSION. 1280.

*Wagoner.*

Sec. 8, act July 22, 1861, vol. 12, p. 270.

Sections 1100, 1102, and 1107, provide in the organization for the grade of wagoner of artillery, cavalry, and infantry,

but this chapter does not give his pay. He is entitled to \$14 per month by former laws cited in the margin.

Sec. 1, act Dec. 12, 1812, vol. 2, p. 788.

Sec. 1, act Aug. 4, 1834, vol. 10, p. 575.

#### OMISSION.—SECTION 1261.

This states the pay of an acting assistant commissary, but in the chapter on organization there is no provision for his appointment or detail. [Note.—Paragraph 1140, Regulations of 1824, and page 185, Regulations of 1835, authorized their detail or appointment.] Assistant commissaries of subsistence, not exceeding fifty, authorized in act of March 2, 1821. Additional legislation recommended.

Acting Assistant Commissary. Sec. 8, act March 2, 1821, vol. 3, p. 615.

#### SECTION 1280.

Third line, the word *conditions* should be *additions*.

Erratum. Act of May 15, 1872, vol. 17, p. 116.

#### SECTIONS 1289 AND 1290.

The act of January 29, 1813, says: "Whenever any officer or soldier shall be discharged from the service *except by way of punishment for an offense*, he shall be allowed," &c., &c. This condition is in practice different from the condition in the Revised Statutes: "When an officer (or soldier) is honorably discharged," &c. The discharge of a soldier does not in terms express whether he is honorably or dishonorably discharged. The old language is more precise and better understood. It refers to the cause of his discharge and not his history as a soldier.

Travel pay. Statutes at Large vol. 2, p. 796.

Also, the act of June 30, 1864, had better have been quoted in full by itself. "That in all cases where the Government shall furnish transportation and subsistence to discharged officers and soldiers from the place of their discharge to the place of their enrollment, or original muster into service, they shall not be entitled to travel pay, or commutation of subsistence." For, as interpreted by General Orders No. 24, of 1872, "department commanders are authorized to make such arrangements as will insure to discharged soldiers transportation and subsistence to their homes." This is irrespective of the question of their honorable discharge. And there are many remote posts from which it is desirable to facilitate the transportation of soldiers dishonorably discharged.

Actual Transportation.

#### SECTION 1337.

The words "and the instructor of practical engineering" should be omitted, as in section 1336 it correctly appears that he should have the pay of major.

Instructor of practical engineering.

Respectfully submitted.

BENJ. ALVORD,  
Paymaster-General, U. S. Army.

PAYMASTER-GENERAL'S OFFICE,  
September 2, 1875.

## 10 INACCURACIES AND OMISSIONS IN THE REVISED STATUTES.

### REMARKS ON REVISED STATUTES OF THE ARMY.

#### SECTION 1100.

**Quartermaster-sergeant.** This grade not having been enumerated in the act of May 15, 1872, the War Department, (G. O. 61, of 1873), forbade appointments to this grade. If the construction of the War Department is correct, the provision of a company quartermaster-sergeant is special legislation by the reviser.

#### SECTION 1101.

Colonel Scott (note 12 to § 457) holds that the Fifth Artillery was organized as a regiment of light artillery or mounted batteries, and that the act of July 28, 1866, giving the other four regiments the same organization as the Fifth, supplied the acts of March 2, 1821, and March 3, 1847, authorizing the President to designate a company in each of the artillery regiments to be equipped as light artillery. If this view is correct this section is superfluous, unless the act of July 15, 1870, reducing the Army to thirty thousand is held to have revived the acts of 1821 and 1847.

#### SECTION 1102.

1. The act of July 28, 1866, says: To the six regiments of cavalry now in service there shall be added four regiments, (two of which shall be composed of colored men,) having the same organization, &c., with the addition of one veterinary surgeon to each regiment, &c.

The reviser of the statutes read the above law as follows: To the six regiments of cavalry now in service there shall be added four regiments, (two of which shall be composed of colored men, having the same organization, &c., with the addition of one veterinary surgeon to each regiment,) &c.

This last reading gives only two veterinary surgeons instead of the four intended by the law of July, 1866.

2. This section gives "one surgeon, one assistant surgeon," to each cavalry regiment.\* Colonel Scott says, sec. 17 of act of July 28, 1866, has been construed as making provision in the Medical Department for all the surgeons and assistant surgeons who are to be included in the Army. Medical officers are assigned to regiments when necessary, but no *appointments* in these grades have ever been made to the regular regiments.

3. This section gives the veterinary surgeon the rank of regimental sergeant-major. The Adjutant-General, March 18, 1864, and June 16, 1871, decided: They (veterinary surgeons) are allowed the quarters and fuel allowed a sergeant-major, but are not entitled to either clothing or rations.

The Second Comptroller ruled: They are not entitled to travel-pay on discharge.

I can find no law giving them rank prior to the Revised Statutes. Will not the rank given carry with it all allowances pertaining to it?

#### SECTION 1103.

**Quartermaster-sergeant:** This grade not having been enumerated in the act of May 15, 1872, the War Department (G. O. 61 of 1873) forbade

\* See in connection with this the 6th and 7th lines of same section, reciting that "two assistant surgeons may be allowed to each regiment," taken from law of January 6, 1863.

appointments to this grade. If the construction of the War Department is correct, the provision for a company quartermaster-sergeant is special legislation by the revisor.

## SECTION 1107.

Remarks under sec. 1103 apply to this also. The last part of this section authorizes the President to increase strength of an infantry company to one hundred men. Does not section 2 of act of July 15, 1870, which recites that there shall not be more than thirty thousand men in the Army, *unless otherwise authorized by law*; abrogate section 6 of act of July 28, 1866, (embodied in that section) authorizing the President to increase strength of a company, or does it give the authority still to carry up some companies to 100 men at expense of other companies, provided the total limit, 30,000, is not exceeded?

## SECTION 1111.

I cannot find from what law was taken the proviso in this section, that the band "shall ordinarily be stationed at the Military Academy."

This section says also: "There shall be retained or enlisted in the Army," &c. The act of 1869 disbanding military bands excepts the band at the Military Academy.

## SECTION 1116.

I am at a loss to understand what connection exists between sec. 21 of act of July 17, 1862, (quoted in margin,) and the provisions of this section. Section 21 provides that aliens above twenty-one who honorably served in the Army may become citizens without proving more than one year's residence.

The above remark applies to most of the quotations opposite this section. None of them fix the age at sixteen. Eighteen is given in the acts of April 30, 1790, March 16, 1802, January 11, 1812, January 29, 1813, and December 10, 1814.

## SECTION 1118.

The act of 1833, (ch. 68, § 6,) provides "that no person who has been convicted of *any criminal offense* shall be enlisted in the Army of the United States." The act of March 3, 1863, ch. 75, relating to the enrollment of the national forces forbade the enrollment of any person who had been convicted of a *felony*. This indicates the intention of Congress that the criminal offenses, which must exclude any person from enlistment, are only such as are of an infamous character.

If this view is correct, the word *infamous* in the "revision" of Judge James and others should be restored to the section.

## SECTION 1120.

This section revives a premium which has not been paid since 1869.

## SECTION 1126.

I don't understand the words "post hospital" applied to chaplains. No law exists providing chaplains for hospitals.



## SECTION 1127.

Should not the word "hospital" be left out of this section ?

## SECTION 1131.

"There shall be *five* inspectors-general."

The act of June 8, 1872, authorizing appointment of N. H. Davis, has this proviso: That no promotion shall be made until the number of inspectors-general is reduced to *four*.

The act of July 28, 1866, (establishing Inspector-General's Department,) provides for *four* inspectors; *three* assistants with rank of lieutenant-colonel, and *two* with rank of major. The law of March 3, 1869, forbade new appointments or promotions in that department, but did not abolish any of the offices. Sec. 1131 can only be explained on the supposition that the reviser obtained roster of the Inspector-General's Department at the actual time of his labors, and made this section conform to it.

## SECTION 1132.

"Nothing herein shall deprive of his office any person now holding the office of quartermaster with the rank of major."

The above-quoted portion of sec. 1132 seems to be based on the act of June 3, 1872. This latter law authorized the President to nominate certain officers of the Quartermaster's Department to the grade they would have held had the vacancies created by the act of July 28, 1866, been filled by seniority. I imagine the act of June, 1872, passed for a specific purpose, now completed, should have no place in the Revised Statutes. There is nothing in the act to justify the *now* in above quotation.

## SECTION 1135.

This section revives the act of December 15, 1814, noted as "obsolete" in Stat. at Large, vol. 3, page 151.

## SECTION 1136.

This section requires "detailed estimates" to be submitted to Congress, &c. That is taken from the first section of the act of March 3, 1859, but was not this provision superseded by the act of May 18, 1872, (not noticed by the reviser in his references,) which requires simply the special authority of Congress to be obtained ?

The joint resolution of September 11, 1841, recites:

"It shall be the duty of all officers of the United States having any of the title-papers (property purchased or about to be purchased for erection of public buildings,) \* in their possession, to furnish them forthwith to the Attorney-General. \* \* \* No public money shall be expended \* \* \* until the written opinion of the Attorney-General shall be had." \* \* \*

Does not the above affect Army officers, and should it not have been noticed ?

## SECTION 1139.

The provision of this section (marginal reference) appears to have been taken from the first section of act of May 18, 1826.

This act required the officers of the Quartermaster's Department to receive from the "purchasing department" all clothing, camp and garrison equipage required for the troops, and makes it the duty of the Quartermaster-General to prescribe a "system of accountability for all clothing and equipage issued to the Army."

How the above can be construed to cover a "system of accountability for all quartermaster's supplies to the Army, or to officers, seamen, and marines," is beyond my understanding.

The accountability system of the Quartermaster's Department is provided for, in general terms, in the third section of the act of March 28, 1812.

NOTE.—The 9th section of act of July 5, 1833, required all appointments in the Quartermaster's Department to be made from the Army. Was the provision ever repealed? I find nothing on the subject in the Revised Statutes.

#### SECTION 1143.

This section revives the act of December 15, 1814, noted as "obsolete" in Stat. at Large, vol. 3, p. 151.

NOTE.—I find no provision of law looking to appointments in the Subsistence Department.

#### SECTION 1150.

The words "at cost prices" in the sixth line of this section should, I think, be left out. The prohibition of interest, directly or indirectly, in purchase or sale of articles enumerated, is intended to be absolute and not regulated by the fact that such articles are sold *at cost prices*.

#### SECTION 1157.

The act of July 28, 1866, authorizes the Secretary of War to make details from the engineer battalion for *signal duty*—a duty not noticed by this section. (Since found in section 1196. This illustrates the difficulty of properly dividing sections of laws under appropriate heads.)

The only duty imposed by the Revised Statutes on the Chief Engineer seems to be to regulate number and form of tools, &c., for the use of the engineer battalion. The law of March 2, 1867, requiring him personally, or by proxy, to act as Commissioner of Public Buildings, and the joint resolution of March 29, 1867, authorizing him to employ civil engineers, seem to have been overlooked.

#### SECTION 1166.

Should not "military department" be substituted for "district" in second line? This section recites section 5, of the act of February 8, 1815, at which time the country was divided into *ten military districts*. The word "district" in this sense is obsolete.

#### SECTION 1168.

Should not the last sentence of this section be left out? All the *original vacancies* created by the act of July 28, 1866, in grade of assistant surgeon were filled nearly ten years ago.

## 14 INACCURACIES AND OMISSIONS IN THE REVISED STATUTES.

NOTE.—The act of April 16, 1862, creating the office of assistant surgeon-general, provided for the selection of that officer from the Medical Corps of the Army, and, further, that the office should be abolished at the end of the war. The act of July 23, 1866, provided for an assistant surgeon-general. Did it revive the former act, and, if so, is the assistant surgeon-general to be *selected* or promoted ?

### SECTION 1182.

The assistant paymasters-general are to have rank of colonel of cavalry ; the Paymaster-General, rank of colonel. As the act of July 15, 1870, allows same pay to field-officers, regardless of arm of service to which attached, this matters little ; but as cavalry takes precedence of infantry, might not an assistant paymaster-general, (in view of obscurity of definition,) claim precedence of his chief ?

I think not, for the office of Paymaster-General carries inherent precedence. But such points should not be ambiguous because of the various interpretations of law by various minds.

### SECTION 1186.

"The Paymaster-General shall perform the duties of his office under the direction of the President." Is not this applicable also to chiefs of the other staff corps ? If yes, why this special enunciation ?

### SECTION 1193.

See note to sec. 1168. Should not the Assistant Surgeon-General be added to the list of persons enumerated in this section ?

### SECTION 1198.

In this section the language of the act of July 23, 1866, has been used, but in a revision and codification of the laws, it seems to me it would have been better to enumerate some of the principal duties of the Judge-Advocate-General of the Army under the Bureau of Military Justice regime, than to make the bald announcement that the Judge-Advocate-General shall perform the duties of the Judge-Advocate-General.

### SECTION 1216.

I know of no "certificate of merit" granted since 1850. "Medals of honor" are given *now* for distinguished service in the field. The law of March 3, 1847, relative to certificates of merit, is embodied in this section, but sec. 6, of act of March 3, 1863, on subject of medals (ch. 79, p. 751, vol. 12) is not noticed.

It is generally supposed certificates of merit were confined to Mexican war service and none have been given for any other.

### SECTION 1217.

This section recites one of the provisions of the act of July 23, 1866, increasing the Army. That law has been executed and the requirements of this section appear to me to lack meaning *now*.

### SECTION 1224.

This section is ungrammatical.

It begins: "Officers of the Army," but forbids their employment as

"acting paymaster or disbursing agent, \* \* \* if such extra employment require that he be."

# SECTION 1229.

This section repeats part of section 1342, (Article of War, No. 99,) and the two sections seem to be inconsistent.

# SECTION 1242.

This section recites part of section 23 of the act of March 3, 1863. Should not notice have been taken of section 25 of that act authorizing prosecution and prescribing punishment of persons not in the military service, buying clothing, &c., from soldiers?

# SECTIONS 1243, 1259, 1260.

See notes on slip following this page.

NOTE.—Should not section 1267 have been made section 1264? It has peculiar affinities with sections 1262 and 1263.

# SECTION 1243.

[Embodying section 15, act 3 August, 1861, and section 4, act 15 July, 1870.]

"When an officer has served forty consecutive years \* \* he shall, if he makes application therefor, *be retired* \* \* ."

"When an officer has been thirty years in the service, he may, upon his own application, in the discretion of the President, be retired \* \*."

Section 15, act 3 August, 1861, reads: "An \* \* officer who shall have served forty consecutive years \* \* may, upon his own application \* \* be placed upon the retired list," &c.

# SECTION 1259.

Gives act April 6, 1870, authorizing assignment of retired officers to duty at Soldiers' Home, but entirely omits the proviso, viz: "*Provided*, That they receive from the Government only the pay and emoluments allowed by law to retired officers."

# SECTION 1260.

[Section 23, act 15 July, 1870.] "Any retired officer may, on his own application, be detailed to serve as professor in any college."

In the act is added "but while so serving such officer shall be allowed no additional compensation," which part is omitted in the Revised Statutes.

# SECTION 1278.

The marginal reference indicates that the provision of this section is based on the first section of the act of June 20, 1864, but the provisions of this last section expired by statutory limitation, (sec. 14, of act of July 15, 1870, vol. 16, ch. 204, p. 319,) June 30, 1871.

## 16 INACCURACIES AND OMISSIONS IN THE REVISED STATUTES.

### SECTION 1295.

This section says matrons and nurses "shall be entitled to *receire* one ration daily, but section 1277 allows them commutation therefor. Should not the two sections be made to harmonize entirely ?

### SECTION 1296.

This section is based on part of section 7 of the act of April 24, 1816, vol. 3, ch. 69, p. 298. The latter part of this section (7) provides that the manner of issuing and accounting for clothing shall be established in the general regulations. Was it not law at the date of revision and should it not have been noticed ?

### SECTION 1304.

The act of May 18, 1826, third section, upon which this section is based, was amended by section 2 of the act of February 7, 1863, (vol. 12, ch. 22, p. 641,) which authorized the submission of affidavits, &c., and the Secretary of War, by section 25, of act of March 3, 1865, (vol. 13, ch. 79, p. 491,) was empowered to detail one or more of the employés of his Department for the purpose of administering the oaths required by law in the settlement of officers' accounts for clothing, &c. Should not the acts above quoted have been noticed in connection with this section ?

### SECTIONS 1327, 1328, and 1329.

The marginal reference to the act of 8 August, 1848, should be altered to read "8 August, 1846."

### SECTION 1339.

This section entitles a cadet to "one ration a day." The second section of the act of February 28, 1867, gave them the "ration now received by the acting midshipmen at the Naval Academy." Does this last differ from the *Army ration* given by this section ?

— Notes on chapter five (Articles of War) have already been submitted.

### GENERAL REMARKS.

By section 5, act of July 4, 1836, (vol. 5, ch. 356, p. 117,) amended by sections 1, 2, and 3 of act of July 23, 1868, (vol. 15, ch. 227, p. 168,) the President is authorized to designate an officer to take temporary charge of any of the Bureaus of the War Department during absence, &c., of its proper chief.

These laws are embodied in sections 178-182, Title 4, Executive Departments. Should not reference to those sections be made in the sections of Title 14, the Army, establishing the Bureaus of the War Department ?

For a similar reason should not Title 14, the Army, Title 59, chapter 2, the Soldiers' Home, and Title 59, chapter 4, Government Hospital for the Insane, be made to connect in some way ?

Section 1280, page 221, establishes the pay of enlisted men of the Army ; but after exhausting Title 14, and passing the Navy, diplomatic officers, the Territories, the internal revenue, &c., it is found, by section

4819, page 942, that twelve and a half cents of that pay is to be deducted.

Sections 1182-1190 would, at first glance, seem to exhaust the laws affecting the pay-department; but, passing over some seven hundred pages, a section is found requiring that department to pass certain collected moneys to the credit of certain commissioners.

Section 1 of act of March 3, 1873, gives the engineer-officer in charge of the public buildings and grounds the rank, &c., of a colonel.

This section is, it is supposed, somewhere within the covers of the Revised Statutes; but it seems to me the sections affecting the "Engineer Bureau" should be made to connect with it.

Section 1195 says: "There shall be a Chief Signal-Officer," and prescribes his rank and duties; but the authority to sell surplus maps, &c., which authority, in terms, is vested in that officer, is found in section 227, in Title 6, Department of War.

Should not the same section (1195) be made to connect with section 223, providing for the working of the lines under the direction of the Chief Signal-Officer?

Respectfully submitted.

E. D. TOWNSEND,  
*Adjutant-General.*

ADJUTANT-GENERAL'S OFFICE,  
September 15, 1875.

### *Report upon inaccuracies and omissions in the Revised Statutes.*

Section 227, page 36, appears to relate to details of the duty of the Chief Signal-Officer, and to be unnecessarily inserted among the provisions of law relating specially to the Secretary of War. All the duties of the Chief Signal-Officer are by law (as set forth in section 1195, page 212) performed under the direction of the Secretary of War, and the details provided for in section 227 would seem to naturally follow section 1195 in connection with the three sections relating to the signal-service on page 212.

The Chief Signal-Officer has frequent necessity for action in reference to the act of Congress approved July 24, 1866, (Statutes, vol. 14, p. 221,) entitled "An act to aid in the construction of telegraph lines and to secure to the Government the use of the same for postal, military, and other purposes," and the provisions of the several other acts of Congress, more or less accurately set forth in Title LXV, "Telegraphs," page 1024.

He submits the following suggestions:

In section 5266 it is provided that the Government telegrams specified shall be "at such rates as the Postmaster-General shall annually fix." No allusion is made to this duty of the Postmaster-General in Title IX, "The Post-Office Department," page 64.

In section 5266, Title LXV, page 1024, there appears to be two errors of omission. In section 2 of the act approved July 24, 1866, (Statutes, vol. 14, p. 221,) the language is as follows: "*And be it further enacted,* That telegraphic communications between the several Departments of the Government of the United States and their officers and agents shall, in their transmission over the lines of any of said companies, have priority over all other business, and shall be sent at rates to be annually fixed by the Postmaster-General."

The first section of that act to which the words "said companies" refer back corresponds with the two sections 5263 and 5264 of the revision; and sections 5265 and 5267 together, correspond with the third section of the same act. The language of section 5266 inserts as explanatory, after the words "any telegraph company," the words "to which has been given the right of way, timber, or station lands, from the public domain," which are not in the second section of the act, or in any part of the act in the same connection. The mandatory words "and shall be sent," in the act, are also wholly omitted. It is further to be observed that the first word of the section, "telegrams," is a change of the wording of the act which reads "telegraphic communications," &c., and it being possible that some construction might be given to the changed expression as differing from the actual language of Congress it would seem desirable that the exact language of the act should be preserved. It is considered desirable for greater certainty to use, in addition to the explanatory words, the same expression, referring to the act as is used in section 5265, and to include the mandatory words mentioned, so that the paragraph will read as follows, viz: "Telegraphic communications between the several Departments of the Government, and their officers and agents, in their transmission over the lines of any telegraph company, to which has been given the right of way, timber, or station-lands, from the public domain, or the rights and privileges granted under the provisions of the act of July twenty-fourth, eighteen hundred and sixty-six, entitled "An act to aid in the construction of telegraph lines, and to secure to the Government the use of the same for postal, military, and other purposes," or under this title shall have priority over all other business, and shall be sent at such rates as the Postmaster-General shall annually fix.

There is also an apparent omission in section 5268. In the act last above referred to, sec. 4, is as follows: "And be it further enacted that before any telegraph company shall exercise any of the powers or privileges conferred by this act, such company shall file their written acceptance with the Postmaster-General of the restrictions and obligations required by this act." The language of section 5268 is "powers and privileges conferred by law," and "restrictions and obligations required by law," thus leaving vague and undeterminate what before was clearly expressed in the nature of a specific contract. The same reasons which required a full reference to the act in the following section, 5269, would seem to operate here so that the section in question should read as follows: "Before any telegraph company shall exercise any of the powers or privileges conferred by the act approved July twenty-fourth, eighteen hundred and sixty-six, entitled 'An act to aid in the construction of telegraph lines and to secure to the Government the use of the same for postal, military, and other purposes,' or by this title such company shall file its written acceptance with the Postmaster General of the restrictions and obligations required by the aforesaid act and by this title."

There is also an apparent omission in the end of section 5569. This section is, in other respects, accurately compiled from a part of the act approved June 10, 1872, entitled "An act making appropriations for sundry civil expenses of the Government for the fiscal year ending June thirtieth, eighteen hundred and seventy-three, and for other purposes," (Statutes, vol. 17, p. 129,) but the concluding words of the corresponding paragraph of the latter are as follows: "To be recovered by an action or actions at law in any district court of the United States." This

choice of the locality of the tribunal on this subject would appear to have been intentionally provided by Congress.

The inaccuracies above pointed out are, perhaps, the more important, because the wording of the original acts has been the subject of two opinions, which have guided this Office in its discharge of duty. These are referred to as directed in War Department circular, dated March 18, 1875, and are as follows:

Opinion of Hon. Wm. Whiting, assistant to the Attorney-General, with reference to certain matters between the United States and the telegraph companies, upon the construction of the act of Congress approved July 24, 1866, dated Dec. 17, 1871.

Opinion of Hon. Reverdy Johnson, Assistant Attorney-General, in response to questions upon the same general subject, dated April 6, 1874.

A copy of each of these opinions is inclosed herewith.

Respectfully submitted.

ALBERT J. MYER,

*Brig. Genl., (Bvt. Assgd.) Chief Signal-Officer of the Army.*

BALTIMORE, April 6, 1874.

Sir: The several questions upon which you have desired my opinion, I have considered with the care demanded by their importance.

The questions are these:

First. Is the act of the 24th July, 1866, entitled "An act to aid in the construction of telegraph lines, and to secure to the Government the use of the same for postal, military, and other purposes," constitutional? And are the subsequent acts of 10th June, 1872, and 3d March, 1873, also constitutional?

Second. The Western Union and other telegraph companies having accepted the terms of the act of 24th July, 1866, what are the rights of the United States and the obligations of the companies by virtue of the same?

I proceed to consider these questions in their order.

The authority of Congress to pass the acts in question is under the provision in the eighth section of the first article of the Constitution of the United States, which gives to that body power "to regulate commerce with foreign nations and among the several States, and with the Indian tribes."

These powers, like all others vested in Congress, unless they are expressly restricted by any other provision in the Constitution, or by their very nature, are unlimited in regard to the subject with which they deal. And it is equally true that they are intended to continue as long as the Government exists. This commercial clause was designed to avert the mischief resulting from conflicting commercial regulations by the several States. It is, we know, historically true, that such regulations, more than any other one cause, led to the disruption of the Constitution. Indeed, the peace and prosperity of the States demanded that legislation upon the subject should be made impossible. The end for which the power was vested in Congress, it was evident, could not be accomplished by the States. Their jurisdiction extended only over their respective limits. No regulation made by them separately could exceed those limits. Commerce, therefore, with foreign nations and among the several States, could only be regulated by a power possessing general jurisdiction. The theory of the Constitution—and all the powers with which Congress is clothed are in accordance with that theory—is that every power which could not be exercised by the States separately should be vested in Congress. The object of the convention was to establish a Government for a great nation, and was, of course, to repose in it every authority necessary to obtain that result and to secure union and harmony at home as well as peace abroad. In relation to the powers so conferred, the Supreme Court has, over and over again, declared that they are to be construed as if there were no State governments. The constituency of the General Government are the people of the whole country; the constituency of the State Governments are the people of the States respectively. In the language of Chief Justice Marshall in the case of *McCulloch vs. Maryland*, 4 Wheaton, 406, "If any proposition could command the universal assent of mankind, we might expect it would be this: that the Government of the Union, though limited in its powers, is supreme within its sphere of action. This would seem to result necessarily from its nature. It is the government of all; its powers are delegated by all; it represents all and acts for all." Every power incidental to those expressly granted is as much granted as the expressly granted power. And every power not limited is intended to exist during the entire continuance of the Government. The design of the framers of the Constitution was that it should be for all time, unless it



## 20 INACCURACIES AND OMISSIONS IN THE REVISED STATUTES.

should be constitutionally modified. Nor, in the exercise of the incidental powers which Congress possesses, are they limited to the use of the means known to exist at the date of the Constitution. Whatever means, therefore, may at any time, through experience, or by the discoveries of science, or in any other way be found out, may be resorted to. To apply these remarks to the subject before me: The matters to be regulated are, first, foreign commerce; second, commerce among the States; and third, commerce among the Indian tribes. Whatever powers are incidental to the regulation of the first, are equally incidental to the regulation of the second and third. This seems to me to be obvious. The term is found in the same section and in the same clause of the Constitution. . . Whatever, therefore, is commerce among the States may be regulated by Congress, as well as whatever is commerce with foreign nations. What, then, is commerce, as the term is here used? Is it traffic alone, or is it not also intercourse, and the means by which traffic and intercourse may be carried on? If any doubt existed upon such a point, it was removed by the decision of the Supreme Court of the United States in the case of *Gibbons vs Ogden*, 9 Wheaton, 1. In that case the court said that "Commerce undoubtedly is traffic, but it is something more—it is intercourse;" and also said: "All America understands and has uniformly understood the word commerce to comprehend navigation. It was so understood, and must have been so understood, when the Constitution was framed." Whether the power be exclusively vested in the United States, or remains for any purpose in the States, is a proposition which I need not examine. It is, however, I think, clear from the opinion from which I have quoted that the judges who decided that case thought that the power was exclusive. Subsequent decisions of the same tribunal, or rather the opinions of some of the judges, leave this point in doubt. But there has been a uniform concurrence of views upon this point—that where, under the authority of the commercial clause, Congress has regulated to any extent commerce with foreign nations or among the several States, such regulation displaces all existing similar or inconsistent State regulations, and prohibits their adoption as long as the congressional legislation remains.

Whatever, therefore, is a regulation by Congress, and tends to accomplish the end for which the power was given, must be constitutional. No authority claimed under a State, in conflict with it, has any validity. Nothing that a State can do, by legislation or otherwise, can in the slightest degree limit the power. In the case already quoted, as well as in the case of *McCulloch vs. Maryland*, 4 Wheaton, it was held that the question, what means Congress can resort to to accomplish the purpose of any granted power, is a matter entirely within its discretion. The language of the court in the latter case, page 421, is "Let the end be legitimate, let it be within the scope of the Constitution, and all means which are appropriate, which are plainly adapted to that end which are not prohibited but consist with the letter and spirit of the Constitution, are constitutional." This discretion belonging to Congress, the manner of exercising it is for them to decide. The object of the act of 24th July, 1866, as declared in its title, is to secure to the Government the use of telegraph lines "for postal, military, and other purposes." The power to establish post-offices and post-roads, and to declare war, to raise armies and provide navies, was expressly vested in Congress. Whatever, therefore, could aid in any way the work of the Army or the Navy or the postal service, is within the discretionary power of Congress. That the telegraph will assist in accomplishing these results is clear. In time of war or of threatened war, rapid communication between the Government and the Army may be all-important. And so in relation to the mails and the Navy. It may be vital that a fleet or a ship should sail on a certain day; that any impediments, by violence or otherwise, to the transmission of the mails may be removed at the earliest period, and this can be best accomplished through the means of information furnished by the telegraph. The operation, too, of the signal service, the beneficial use of which is now so universally acknowledged, cannot be accomplished by any other mode than by telegraph. Its beneficial use depends upon the receipt in Washington of information of the state of the weather in every part of the country. This information enables the Bureau to predict from day to day, with reasonable precision, the state of the weather for the next twenty-four hours. This scientific prediction may be most important to the commercial as well as to the naval marine of the country. When may a fleet or ship sail with a reasonable hope that they will encounter no extraordinary peril from the winds and waves, and when may they expect such perils? This knowledge can only be distributed throughout our ports by telegraph operated by the Bureau, or controlled by it so far as its dispatches are concerned. That the assistance of the telegraph is indispensable to these objects is obvious, and it is equally obvious that the mode in which this assistance is to be rendered should be placed in the hands and under the exclusive control of the Government. This is the purpose of the act of 1866 and the subsequent acts. Their constitutionality, therefore, in my judgment, is free of all reasonable doubt.

The next question under this head is: Can the United States themselves lay a telegraph line along the several railroads for their own use? To give them the power to communicate by telegraph, and deny them the right to establish a telegraph line, seems to me to be simply absurd. That the railroads in the country have been constructed for the most part under the authority of State charters in no manner affects the question. If the United States would have had the authority, as I think they clearly would, to construct telegraph lines over the sites occupied by the railroads, they cannot be deprived of the right to estab-

fish such lines over or along the railroads; if, by so doing, they in no way injure the working of the roads. Upon the whole, then, in reference to the question submitted to me, I am of opinion that the acts referred to of 24th July, 1866, 10th June, 1872, and 3d March, 1873, are constitutional.

Second. The Western Union and other telegraph companies having accepted the terms of the act of the 24th July, 1866, what are the rights of the United States and the obligations of the companies? The act in question conferred great privileges upon the companies. It authorized them to construct their lines through the Territories of the United States, and granted them valuable portions of the same. The rights secured to the United States are that the telegrams of every department of the Government shall have priority over all other business, and the rates for such transmission are to be annually fixed by the Postmaster-General.

What those rates are to be is submitted to his sole judgment. The object of the act was to give to the United States the authority to use the lines generally. No limitation of the time within which such right is to be exercised is provided for. Day or night, and at any period of the day or night, the right may be exerted. Any restriction upon it might be prejudicial to the interests of the Government, and cannot, therefore, be supposed to have been intended. It may be all-important to send communications to the different branches of the Army, wherever they may be, at an instant's notice. And so in relation to the Navy. To give to the companies the authority to say when such communications shall be forwarded would be to submit to them the interests of the Government. This could never have been designed.

And upon no rule of interpretation can the act be so construed. That the companies must have, if this right is in the United States, operators at their several stations, day and night, ready to receive and transmit all governmental dispatches that may be handed in, is within the general terms of the contract; nor is the inconvenience to the companies occasioned by this obligation greater than that which is occasioned the officers of the Government. In the Signal Bureau some one of the operators must be on hand at all times during the twenty-four hours to receive or transmit all dispatches necessary to accomplish the objects of the Bureau. The sentinels in the Army are to be posted day and night. The same is true of the watches in the naval and commercial marine. It is no answer, therefore, to the rights claimed by the United States that its enjoyment of them will cause trouble to the agents of the companies. It is a trouble, if trouble it be, which the companies have agreed to assume, and a trouble, too, which at times may be vitally important to the true interests of the Government. And for this trouble the companies have been well compensated. The privileges granted to them, and the property secured to them, are of great value, and may in truth be said to be essential to their welfare. I am consequently of opinion that the Government has a right at all times, day or night, to have their messages transmitted by the companies who have assented or may assent to the act of 24th July, 1866. I am also of opinion that the Government has a right to drop their telegrams at all intermediate stations, between the place from which they are sent and the place of their ultimate destination. The right to transmit involves the right to drop, as the dropping is a practice well known and used in the transmission of telegrams.

I understand that the Western Union Company has been advised that the rights of the Government and their own are secured by the contract growing out of the act of 1866, and that the same cannot be repealed or modified by the United States. Although the United States have not attempted to exercise such a right, and the question is not before me, yet I deem it due to the subject to say that the idea is founded upon a misapprehension of the Constitution.

The 10th section of its first article provides that "no State shall pass any law impairing the obligation of contracts." But this restriction, by its very terms, applies only to State legislation. What Congress may do, and is authorized to do, rests upon grounds irrespective of this provision. That such is the correct view, several judges of the Supreme Court of the United States have more than once declared in official opinions, and I am not aware that any judge of that tribunal has ever expressed a different view. The only limitation upon the power of Congress is to be found in the 5th constitutional amendment, which declares that "private property" shall not "be taken for public use without just compensation." But what is proposed by the Government in this instance is not to exercise the right of eminent domain by appropriating private property for its own use, but to insist that the companies shall comply with their engagements entered into under the authority of the act of July 24, 1866, and for which they have been fully compensated. But conceding, for argument's sake, that there is a contract between the Government and the companies who assented to the act of 1866, and that the same is protected by the constitutional clause first referred to, it is still evident that the same will not be in any way impaired by the Government not sending their dispatches through those companies, or by constructing a telegraph line for itself. As to the first, the Government has not agreed to send their telegrams by the companies. They have only reserved the right to do so. They may, therefore, not send any, or only a portion of their dispatches, as they may think best.

Secondly. By constructing a line for itself, running near or in juxtaposition with the existing lines, they will not violate any such supposed contract. The States may authorize competing railroads, or canals, or bridges. The question of the right in the latter instance

## 22 INACCURACIES AND OMISSIONS IN THE REVISED STATUTES.

was decided in favor of the right by the Supreme Court of the United States in the case of the Charles River Bridge *vs.* Warren Bridge, 11 Peters, 536. If a State has the authority here adjudged, *a fortiori* have the United States. I am, therefore, clearly of the opinion that the Government may construct a line of its own, and transmit all messages which it may have occasion to transmit, and that the same will, in no respect whatever, interfere with any right of the existing companies.

I remain, with regard, your obedient servant,

REVERDY JOHNSON,  
*Assistant Attorney-General.*

Bvt. Brigadier-General ALBERT J. MYER,  
*Chief Signal-Officer, Washington, D. C.*

*Opinion of Hon. William Whiting, assistant to the Attorney-General, with reference to certain matters between the United States and the telegraph companies upon the construction of the act of Congress approved July 4, 1866.*

35 COURT STREET, BOSTON,  
December 17, 1871.

SIR: I have the honor to acknowledge the favor of your letter under date of July 12, 1871, directed to me as special assistant to the Attorney-General of the United States, in which you request my opinion upon the construction of the act of Congress approved July 4, 1866, which relates to telegraph companies, and especially upon the questions whether the United States Government has the right of priority in the transmission of its dispatches, whether prepayment therefor can be lawfully insisted on, and what remedies there are for non-performance of their duties by such companies?

This act was designed, as the language of its title declares, "to aid in constructing telegraph lines," also, "to secure to the Government the use of the same for postal, military, and other purposes." To "aid in their construction," the United States conceded to such companies then or thereafter to be organized under the laws of any State of the Union, after having first accepted the restrictions and obligations required by this act, the following rights and privileges, namely:

1. To construct, operate, and maintain lines of telegraph through and over any portion of the public domain of the United States; over and along any of the military or post roads of the United States, which have been or may hereafter be declared such by act of Congress; and over, under, or across the navigable streams or waters of the United States, if constructed and maintained so as not to obstruct navigation or interfere with ordinary travel.

2. To take and use from such public lands the stone, timber, and other material necessary for its posts, piers, stations, and other needful uses in the construction, maintenance, and operation of their lines.

3. To pre-empt and use such portions of the unoccupied lands, subject to pre-emption, through which its lines may be located, as may be necessary for its stations, not exceeding forty acres for each station, such stations not being within fifteen miles of each other.

To "secure to the Government the use of said telegraph lines for postal, military, and other purposes," the act provides that the United States shall have—

1. The right to purchase said telegraph lines at any time after July 24, 1871, at an appraised value, to be ascertained by five competent disinterested persons, two of whom shall be selected by the Postmaster-General of the United States, two by the companies, and one by the four thus previously selected.

2. The right to have all telegraphic communications between the several Departments of the Government, its officers and agents, transmitted upon all such lines of telegraphs by the agents and servants of said telegraphic companies.

3. The right of priority over all other business in the transmission of such telegraphic communications.

4. The right to have the compensation to be paid to said telegraph companies for the transmission of such communications determined by the Postmaster-General, who is authorized annually to fix and establish the rates thereof.

The question has been raised whether these companies have the right to require prepayment before transmitting Government messages.

It is said that in their ordinary business prepayment is insisted on and required by their rules and regulations as essential to secure compensation for their services, and that they are under no obligation to place the agents of the Government upon better footing than their other customers and patrons.

To this it may be replied that these companies do not always insist on prepayment, nor generally require it in cases of replies to telegrams, or in cases where the responsibility of the party who offers the message is unquestioned.

Whether these companies are bound by law to transmit Government messages without prepayment, depends, not upon their rules and regulations or customs in transacting ordinary business, but upon the true intent and meaning of the act of 1866.

The reason assigned by the companies for requiring prepayment for ordinary messages—

namely, that this affords the only means of securing compensation for their services—has no application to Government business, because the United States must be presumed to be able and willing to make just payment therefor, according to the provisions of the act.

The claim of prepayment, if conceded, would deprive the Government of telegraphic communication in many instances where it would be of the greatest value and importance to the public welfare. There are usually numerous officers of the Departments of Government located in or traveling through different portions of the country, and required to send telegraphic messages, who are not authorized by law to carry about with them funds belonging to the United States in order that they might be able to pay *in advance* for services to be rendered by *other* employés of the Government; nor is there any provision of law by which money can be taken from the Treasury for such purposes.

If the right is admitted to require prepayment from an officer of one of the Departments who has no funds of the United States in his control, or who has none which he is authorized to apply to that purpose, such officer must either advance funds of his own for the use of the Government, or be deprived of the right to send his message, and this is not consistent with the obvious intent of the act of 1866.

It has never been the practice of the Government to concede the right of prepayment to any of its subjects, whether in compensation for private property taken for public use, or for services and labor rendered. To make such concession would be as inconsistent with its dignity and honor as it would be useless and impertinent in its servants to demand it.

Why should a responsible government be required to place its funds in the hands and possession of any individual or corporation before it has received any of its services?

If private property is taken by the right of eminent domain, compensation is provided for, and paid after, and not before, that property has been taken. No citizen has ever sustained a claim, in such a case, to prepayment.

So all salaries, or compensation for services of officers, servants, and employés of the Government, from the President down to the humblest messenger, are paid *after* these services have been rendered, and never before.

Compulsory service, like that required of citizens drafted into the military forces of the United States in time of war, is never paid for in advance.

Can the claims of telegraph corporations for their ordinary services be held more sacred, or better entitled to preference, than the salaries of the President and Cabinet officers, or than the pay of the soldier, who may perhaps, in time of war, be compelled to expose his life to protect the property of these corporations?

Would it not seem unreasonable, if the Government, having stationed its military forces as to guard its communications and protect the lines of a telegraph company from a public enemy, could not transmit a message, whatever might be its importance, without first paying the company's charge for sending it?

In time of war, the lines of telegraph have now become as indispensable as arms and ammunition. By their agency the Government becomes omnipresent, and its powers are immeasurably enhanced. The movements of armies and navies are controlled, life and property are protected, and the voice of authority uttered at the Capitol is heard almost instantaneously throughout the country. The object of the law which created this magnificent system as a corporate servant of the United States was to secure its instantaneous service under all circumstances, without let or hindrance; therefore it provides for *priority* in the transmission of departmental messages over all others, however important. The right of the Government to such priority is unquestionable. If, then, a telegraph company should refuse Government messages without prepayment, as it could not lawfully refuse *priority*, it could not rightfully continue its business.

The history of all international telegraph lines shows that the governments by which they have been authorized have taken care to secure the right of unconditional priority for their messages. That right, and nothing less, is necessary for their security in times of peace or of war.

Neither the Departments of Government nor the telegraphic companies can add to or take from the act of 1866 a single one of its terms or conditions. By accepting the provisions of the statute the companies have voluntarily assumed the obligations therein set forth, in consideration of the benefits received by them; therefore, in accordance with the plain terms of the statute, they are bound to give *unconditional* priority to the Government messages. To insist upon a right of prepayment as a *condition-precedent* to the right of the Department to priority, would be, in effect, to *deny unconditional priority*, and to interpolate into the statute a provision which is not only wanting, but would be in opposition to the obvious meaning and intent of the law.

The ordinary judicial proceeding to compel performance of a duty imposed by statute upon a telegraph company would be by *mandamus*.

I am, sir, respectfully, your obedient servant,

WILLIAM WHITING,

Assistant to the Attorney-General with reference to  
certain matters between the United States  
and the Telegraph Companies.

General ALBERT J. MYER,  
Chief Signal-Officer, U. S. A.

ORDINANCE OFFICE, WAR DEPARTMENT,  
Washington, August 17, 1875.

SIR: In accordance with War Department circulars of March 15 and 18 requiring an examination of the Revised Statutes and a report of all inaccuracies and omissions that may be found therein, I have to submit the following:

I. Sec. 1110, page 204, should have the word "post" omitted. (See sec. 2, act of April 5, 1832, vol. 4, page 504, Statutes at Large. See also Par. 134, Revised Regulations, 1863.)

II. Secs. 1133 and 1135, page 206. These two sections assign transportation to the province of the Quartermaster-General; but see sec. 4, act of Jan. 31, 1862, vol. 12, page 334, Statutes at Large, placing it under the immediate control and supervision of the Secretary of War and repealing all laws and usages to the contrary. (See Scott's Digest, page 59, sec. 5 and note; sec. 223, page 35, Revised Statutes.)

III. Sec. 1162, page 209. This section should be amended by striking out all after the word "many" in the first line and inserting "sergeants of ordnance, corporals of ordnance, and first and second class privates of ordnance, as the Secretary of War may direct." (See sec. 3, act of July 5, 1862, vol. 12, page 508, Statutes at Large.)

IV. Sec. 1163, page 209, should be amended by striking out "privates of first class" in 3d line and inserting "Ordnance enlisted men." (See act of July 5, 1862, vol. 12, page 508, Statutes at Large.)

V. Sec. 1192, page 212, should be amended by inserting after the word "Department" in the first line, the words "and all store-keepers." (See Par. 989, Revised Regulations, 1863.)

VI. Sec. 1207, page 213, should be amended by inserting after the word "engineers" in the first line, the words "or ordnance corps." (See sec. 9, act of March 3, 1853, vol. 10, page 217, Statutes at Large.)

VII. Sec. 1241, page 216. In this connection, see joint resolution of July 20, 1868, authorizing sale of ordnance stores under the direction of the Secretary of War, vol. 15, page 259, Statutes at Large.

VII. The following section should be inserted after sec. 1272:

"The principal assistant in the Ordnance Bureau of the War Department shall receive a compensation not less than that of the person in charge of the construction of cannon, at the founderies."

(See sec. 5, act of Aug. 23, 1842, vol. 5, page 513, and proviso of sec. 1, act of Sept. 28, 1850, vol. 9, page 506, Statutes at Large.)

IX. Sec. 3618, page 718, should be amended by inserting after the word "commissary," in fourth line, the words "and other military." (See act of June 8, 1872, vol. 17, page 337, Statutes at Large.)

Very respectfully, your obedient servant,

S. C. LYFORD,  
Acting Chief of Ordnance.

The Hon. SECRETARY OF WAR.

WAR DEPARTMENT, BUREAU OF MILITARY JUSTICE,  
Washington, D. C., Nov. 9, 1875.

SIR: In reply to circulars from the Office of the Secretary of War, of March 15 and 18 last, in relation to the Revised Statutes, I have the honor to say that no formal response has heretofore been returned thereto, for the reason that, in the examinations which I have thus far made of the revision, no material error has been discovered calling for remark. As to amendments desirable to be adopted, I have at present

nothing further to add to the recommendations, as to modifications in the military law, heretofore made by me in my communication to the honorable Secretary, of April 16, 1874, and also in that of October 28, 1873, so far as relates to paragraphs 1, 2, 3, 6, and 7, which are still of general application to the existing code. Copies of these communications are inclosed herewith. These recommendations not having been apparently favorably considered when presented to committees of Congress, I had not thought it proper to recall them to the attention of the Secretary of War.

I have the honor to remain, very respectfully, your obedient servant,

J. HOLT,

*Judge-Advocate-General.*

Hon. W. W. BELKNAP,  
*Secretary of War.*

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WAR DEPARTMENT, BUREAU OF MILITARY JUSTICE,  
*April 16, 1874.*

Respectfully returned to the Adjutant-General.

This Bureau has frequently had occasion heretofore to remark upon the deplorable insufficiency of the military law in cases, like the within, of murders or other violent crimes committed in remote parts of the country, where the civil authorities are at a distance, or are inefficient or unwilling to prosecute.

In such cases, and in those of crimes committed against Indians, (like the murder of an Indian by Southwick, herein mentioned,) the existing military code is powerless to punish where the crime is capital, or is committed upon a civilian.

The result thus often is that a most atrocious criminal escapes justice without any punishment whatever. At a former session of Congress, a bill prepared by this Bureau to remedy this and some other defects in the existing military law passed the Senate; but, coming on at a late day of the session, failed to go through the House of Representatives. It has been hoped that the new Articles of War, which have been some time pending before Congress, might afford the proper relief, but as yet the military code remains without amendment in this particular, and it is only in time of war that courts-martial can exercise jurisdiction over the class of crimes above indicated.

In view of the urgent necessity for such legislation, the inclosed draught of a law has been prepared by this Bureau, (based upon sec. 30, ch. 75, of the act of March 3, 1863—only operative in time of war and rebellion,) and it is earnestly recommended to the Secretary of War that, if the same is approved by him, he will press its adoption upon Congress at the earliest day.

J. HOLT,

*Judge-Advocate-General.*

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AN ACT in regard to crimes committed by military persons.

*Be it enacted by the Senate and House of Representatives in Congress assembled,* That hereafter general courts-martial be, and the same hereby are, invested with a jurisdiction concurrent with that of the courts of the State or Territory in which the crime is committed, of the crimes of murder, manslaughter, mayhem, rape, arson, robbery, burglary, larceny, and assault and battery, as well as of attempt to commit an assault and battery with intent to commit any of said crimes, where the same are committed by persons in the military service of the United States, or subject to the Articles of War: *Provided, however,* That the punishments for such offenses shall not exceed those authorized by the laws of the State or Territory in which the crime was committed.

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WAR DEPARTMENT, BUREAU OF MILITARY JUSTICE,  
*October 28, 1873.*

Sir: I have the honor to return the within printed draught of "A bill to codify and regulate the laws in regard to military offenses," with remarks as follows, in compliance with your endorsement of the 26th ultimo:

1. The principal modification of the present law proposed in the bill consists in chapter 4, on the subject of "*desertion*."

Here the offense is divided into grades, with graduated punishments, much after the method pursued in the German code. Upon this point I would present the views expressed by me in a similar connection, to General Marcy, Inspector-General, in an official communication addressed to him (as chairman of a commission for revising the military code, in answer to a note asking my opinion) on January 21, last, as follows:

"I cannot but express a decided doubt as to the advisability of adopting into our military law the fine and artificial distinctions of the foreign codes. These seem suited to the complicated system of an old civilization rather than to the system desirable for a country like our own, where all codes, and especially a military code, should, in my view, be brief, simple, and direct. I should therefore be in favor of leaving the punishment of desertion in

time of war, or before the enemy, substantially as it now stands under the 20th and the 52d Articles of War, and of adding to the former article a clause to the following effect:

"[Where imprisonment or confinement is imposed, the same shall not be less than six months, nor more than two years; provided, however, that in highly aggravated cases, or in cases where the offense charged is not a first offense, the term of confinement or imprisonment may be extended to three years, but in such cases the circumstances justifying the increased punishment must appear from the record.]

"It further appears to me that the 21st, 22d, and 23d articles, substantially as they now stand, provide sufficiently for the offenses designated therein."

The views thus expressed are still entertained.

Now 108d. 2. The present military statute of limitations—the 88th Article of War—is incorporated into the bill, (page 17, sec. 88,) substantially without change. In deference to what are believed to be the views of some of the most prominent officers of the Army, I would suggest that cases of desertion (and perhaps of fraud) be excepted from the general limitation of two years, and that in these cases the limitation be fixed at five (5) years. Also, after the word "*absence*" in the body of the article, I would suggest adding the words, *from the jurisdiction of a court-martial*. This, in the opinion of this Bureau, as repeatedly expressed, is what this word "*absence*" means; and it is desirable that the word, which has sometimes given rise to question as to its bearing in law, should be clearly and properly defined in terms.

Now the 45th and 46th. 3. In transferring to the bill the present 56th and 57th Articles of War, denouncing the offenses of relieving an enemy and of giving intelligence to or holding communication with an enemy, the draughtsman has changed the word "*whoever*" in the original to *any person belonging to the armies of the United States*. The articles as they stand at present have been held to include cases of civilians: (see Digest of Opinion of Judge-Advocate-General, pp. 1701; 19, (4:) 230, (30:) XIII Opinions of Attorneys-General, 472;) and civilians were repeatedly tried under the same and convicted by court-martial during the late rebellion. The proposed modification would restrict the jurisdiction of such courts over these offenses to cases of military persons. But it is not by such persons, but by civilians, that the offenses of this class would, in the great majority of cases, be committed. The proposed bill would therefore deprive courts-martial of jurisdiction in the very instances in which their authority was most needed to be exercised. In my opinion, therefore, the former comprehensive phraseology should be retained. I would also suggest prefixing the word *arms* and adding the words *or any other thing* to the word "*ammunition*" in the 56th article, as contained in section 74, page 13, of the bill. It was the experience of this Bureau during the rebellion that the present article was not sufficiently comprehensive to cover all cases of illegal relieving of the enemy with munitions or supplies.

Now the 99th Article of War. 6. Section 84, page 16, of the bill would, in my view, be made to express more effectually the existing law by adding, after the words "*no officer*," in the first and third lines, the words *except a deserter at large*; and by substituting for the phrase "*or in mitigation thereof*" the expression *or in commutation or mitigation thereof*.

7. The words "*dismissed*" and "*cashiered*" are employed in the bill apparently with the impression on the part of the draughtsman that they have a different import. In our practice, however, they mean precisely the same thing, all distinction having long ceased to be recognized. To avoid misunderstanding, it is suggested that the word "*cashiered*" be omitted wherever used and the word *dismissed* be substituted.

I have the honor to remain, very respectfully, your obedient servant,

J. HOLT,  
Judge-Advocate-General.

The SECRETARY OF WAR.

WAR DEPARTMENT,  
OFFICE COMMISSARY-GENERAL OF SUBSISTENCE,  
*Washington, D. C., December 3, 1873.*

SIR: In compliance with your request of the 17th ultimo, that I would examine the revision of the statutes submitted by the joint commission of the Senate and House of Representatives constituted by the act approved March 3, 1873, of [17] Statutes, p. 579, and point out any differences I might perceive to exist between any one or more of the sections and provisions of the acts of Congress as adopted, I have the honor to report that I have not discovered any such differences to exist in those sections of the work relating to the Subsistence Department, viz, sections 1143 to 1153, inclusive, except in section 1143, in which the number of commissaries of subsistence, with the rank of captain of cavalry, is stated at *thirteen*—it should be *sixteen*—and in the omission of section 8, April 14, 1818, chapter 61, as follows: "The President may make such alterations in the component parts of the ration as a due regard to the health and comfort of the Army and economy may require." The insertion of this section I deem of the utmost importance to the welfare of the Army.

Very respectfully, your obdt. servant,

A. B. EATON,  
*Com. Gen'l Subs.*

The Hon. the SECRETARY OF WAR.

A true copy:

T. J. HAINES,  
*Maj. & C. S., Asst. to Com. Gen. Subs.*

O. C. G. S., Nov. 10, '75.

WAR DEPARTMENT,  
OFFICE COMMISSARY-GENERAL OF SUBSISTENCE.  
*Washington, D. C., November 10, 1875.*

SIR: Referring to circular letters of March 15 and 18, 1875, from your Office, requesting a report for your information of any inaccuracies or omissions in the laws in the Revised Statutes, I have the honor to report that in section 215, Title VI, page 34, appears the following:

"One superintendent of building at corner of Seventeenth and F streets, at a salary of two hundred and fifty dollars a year."

As from the context this appears to refer to the building occupied as office by the Commissary-General, and as that building is not at the corner of Seventeenth and F streets, I have the honor to suggest that for the words "at the corner of Seventeenth and F streets," the words "occupied by the Commissary-General as office," be substituted.

The revision of the statutes submitted by the joint commission of the Senate and House of Representatives constituted by the act approved March 3, 1873, Statutes at Large, vol. 17, p. 579, were submitted by you on the 17th of November, 1873, to the then Commissary-General, (Genl. A. B. Eaton,) with a request that he would point out any differences he might perceive to exist between any one or more of the sections and provisions of the acts of Congress as adopted. His reply to that communication is herewith transmitted.

The change and addition suggested by him were made. See sections 1140 and 1146, chapter I, Title XIV, page 207, Revised Statutes.

Very respectfully, your obedient servant,

R. MACFEELY,  
*Com. Gen. Subs.*

The Hon. SECRETARY OF WAR.



## 28 INACCURACIES AND OMISSIONS IN THE REVISED STATUTES.

### REPORT OF ACTING QUARTERMASTER-GENERAL.

#### *Laws and parts of laws omitted from the Revised Statutes.*

Accountability required of the Q. M. Genl. for money and property. (March 28, 1812, 2 Stat., chap. 46, sec. 3, page 696.)

Omitted from Revised Statutes.

Officers of the Q. M. Dept. to give bonds. (Sec. 1191, R. S.)

The Q. M. General not liable for money and property in hands of subordinate officers.

Omitted.

Appointments in the Q. M. Dept. to be made from the Army.

Omitted.

Asst. Q. M. and Asst. C. S. to do duty in both Departments. (2 March, 1821, 3 Stat., chap. 13, sec. 8, page 615.)

Asst. C. S. not required by Revised Statutes to do duty in the Q. M. Dept.

Duties of officers of the Q. M. Dept.

In addition to their duties in the field.

Omitted.

The President, in the absence of the Q. M. Genl. or chief of any Military Bureau, to designate some other officer to take charge of and perform the duties.

PAR. 1. The act of March 28, 1812, sec. 3, chap. 46, 2 Stat., 696, requires the Quartermaster-General to account to the Secretary of War, at least once in three months, for all property and money that may pass through his hands, or the hands of his subordinate officers.

Omitted from the Revised Statutes.

I do not find that the law has been repealed, except by the act of June 22, 1874, (sec. 5596, R. S.) nor does section 1139 of the Revised Statutes cover the case.

PAR. 2. Section 1191 of the Revised Statutes provides that "all officers of the Quartermaster's Department, &c., shall, before entering upon the duties of their respective offices, give good and sufficient bonds to the United States, in such sums as the Secretary of War may direct, faithfully to account for all public moneys and property which they may receive."

The law of May 22, 1812, (2 Stat., chap. 92, sec. 4, p. 742,) provides that the Quartermaster-General shall not be liable for any money or property that may come into the hands of the subordinate officers of his Department."

Omitted from the Revised Statutes.

PAR. 3. The proviso to section 9 of the act of July 5, 1838, (5 Stat., chap. 162, page 256,) "that all appointments in the Quartermaster's Department shall be made from the Army," is omitted from the Revised Statutes.

PAR. 4. The act of March 2, 1821, (3 Stat., chap. 13, sec. 8, p. 615,) provides "that the assistant quartermasters and assistant commissaries of subsistence shall be subject to duties in both Departments, under the orders of the Secretary of War."

No provision is made in the Revised Statutes for assistant commissaries of subsistence doing duty in the Quartermaster's Department, though provision is made for assistant quartermasters doing duty in the Commissary Department. (See section 1134, Revised Statutes. See also 3 Opinions of the Attorneys-General, page 87.)

PAR. 5. Section 1133, of the Revised Statutes says: "It shall be the duty of the officers of the Quartermaster's Department, under the direction of the Secretary of War, to purchase and distribute to the Army all military stores," &c.

The act of March 28, 1812, 2 Stat., page 696, sec. 3, says: "In addition to their duties in the field," it shall be the duty, &c.

Omitted from the Revised Statutes.

PAR. 6. Section 5 of act of July 4, 1836, 5 Stat., chap. 356, page 117, says: "That during the absence of the Quartermaster-General, or the Chief of any Military Bureau of the War Department, the President be authorized to empower some officer of the department or corps whose chief is absent to take charge thereof, and to perform the duties of

Quartermaster-General or chief of the department or corps, as the case may be, during such absence."

Omitted from the Revised Statutes.

Omitted.

PAR. 7. Section 1137, of the Revised Statutes, authorizes the Quartermaster-General to employ as many forage-masters and wagon-masters, not exceeding twenty (20) in the whole, as he may deem necessary for the service, but makes no provision for their pay.

Relative to employment of forage and wagon masters. No provision made for paying them.

The law from which this section is taken, act of July 5, 1838, 5 Stat., chap. 162, sec. 10, page 257, further says: "Who shall be entitled to receive forty dollars per month and three rations per day, and forage for one horse."

Omitted from the Revised Statutes.

See 2 Stat., page 693, chap. 46, sections 12, 13, 14, 15, and 16. See, also, act of August 3, 1861, sec. 3, 12 Stat., page 236, as follows: "And there shall be added to the Quartermaster's Department \* \* \* as many master-wagoners, with the rank, pay, and allowances of sergeants of cavalry, and as many wagoners with the pay and allowances of corporals of cavalry, as the military service, in the judgment of the President, may render necessary."

Omitted from the Revised Statutes, but probably a good omission, as the law is practically obsolete.

PAR. 8. Section 2 of the act of May 22, 1812, chap. 92, 2 Stat., page 742, authorizes the Quartermaster-General to appoint one principal barrack-master and as many deputy barrack-masters as from time to time may be necessary, not exceeding, &c., and fixes their pay and allowances.

Relative to appointment of barrack and deputy barrack masters.

No provision is made for their appointment in the Revised Statutes.

PAR. 9. Section 8 of the act of March 3, 1813, 2 Stat., chap. 52, page 820, authorizes each Quartermaster-General attached to any separate army, command, or district, with the approbation and under the direction of the Secretary of the War Department, to employ as many artificers, mechanics, and laborers as the public service may require.

Employment of civilian artificers, mechanics and laborers authorized.

Omitted from the Revised Statutes.

(See Note 17 to paragraph 234, Scott's Digest of Military Laws.)

Omitted.

PAR. 10. Section 4791 authorizes the Secretary of War to furnish transportation to persons going to obtain artificial limbs.

Cost of transportation to persons going to obtain artificial limbs, to be refunded to the Q. M. Dept. from appropriations for invalid pensions.

Section 2 of the act of June 8, 1872, 17 Stat., chap. 353, provides that the transportation allowed for having artificial limbs fitted shall be furnished by the Quartermaster-General of the Army, the cost of which shall be refunded from the appropriations for invalid pensions.

Omitted from the Revised Statutes; but as the law is not referred to, so far as has been ascertained, it is still in force, and the Second Comptroller of the Treasury has so decided.

Omitted.

PAR. 11. Section 1289 of the Revised Statutes provides that, "When an officer is honorably discharged from the service, he shall be allowed transportation and subsistence from the place of his discharge to the place of his residence at the time of his appointment, or to the place of his orig-

Subsistence to be furnished to discharged officer from place of discharge to place of his residence or muster into service.

### 30 INACCURACIES AND OMISSIONS IN THE REVISED STATUTES.

inal muster into service. The Government may furnish the same in kind, but, in case it shall not do so, he shall be allowed travel-pay and commutation of subsistence," &c.

In conflict with the law of July 15, 1870.

Is not the furnishing of subsistence, or commutation therefor, in conflict with the act of July 15, 1870, fixing the pay of officers of the Army, 16 Stat., 320, chap. 294, section 24, which says: "And these sums shall be in full of all commutation of quarters, fuel, forage, servant's wages and clothing, longevity-rations, and all allowances of every name and nature whatever?"

Relative to the transportation of troops, &c.

Rules, regulations, articles, &c., in conflict annulled.

The following, from section 4 of the act of January 31, 1862, 12 Stat., 334, chapter 15, is omitted from the Revised Statutes, to wit: "And all rules, regulations, articles, usages, and laws in conflict with this provision are hereby annulled."

(See section 320 of the Revised Statutes.)

Omit id. Union P. R. R. other railroads may connect with it.

PAR. 12. The following from section 5257 of the Revised Statutes, to wit: "Any railroad company, now or hereafter incorporated under any law of the United States, or of any State which had been or may be organized by any act of Congress, may connect its road with the Union Pacific Railroad, or any of its branches," is taken from section 15 of the act of July 1, 1862, 12 Stat., page 489, chapter 120. I find no further reference to the act.

Provisions relative to use of, by the Government, &c., repealed.

By the law of June 22, 1874, section 5596, Revised Statutes, the remaining portions of the act are repealed; there is, therefore, no law requiring the Union Pacific R. R. and Telegraph Company to at all times transmit dispatches, transport troops, munitions of war, supplies and public stores for the Government, (of course this has no reference to the requirements of the common law upon this subject,) nor that the Government shall at all times have the preference in the use of the road for all the purposes aforesaid, at fair and reasonable rates of compensation, not to exceed the amounts paid by private parties for the same kind of service, nor that until the bonds and interest thereon loaned by the Government to the R. R. Co. are paid, at least five per centum of the net earnings of said road shall also be applied to the payment thereof. Many other provisions of the act of 1862 are repealed, not being embraced in the law of July 2, 1864, 13 Stat., 356.

Fuel, quarters, and forage may be furnished in kind.

PAR. 13. Section 1270 of the Revised Statutes says: "Fuel, quarters, and forage may be furnished in kind to officers by the Quartermaster's Department according to law and regulations." Act of July 15, 1870, 16 Stat., page 320, chap. 294, section 24.

May be commuted when not furnished in kind.

The law of 24th April, 1816, 3 Stat., chap. 69, sec. 12, page 297, authorizes officers to commute the forage allowance at eight dollars per month *when forage in kind was not drawn*.

Shall not be commuted except in cases where the Department can not furnish it.

The law of July 17, 1862, 12 Stat., chap. 200, sec. 1, page 594, says: "That officers of the Army entitled to forage for horses shall not be allowed to commute it, but may draw forage in kind for each horse actually kept by them, when and at the place where they are on duty, not exceeding the number authorized by law: Provided, however. *That when forage in kind cannot be furnished by the proper Department,*

then, and in all such cases, officers entitled to forage may commute, "(or be re-imbursed,)" the same according to existing regulations.

It will be seen that a distinction is here made between commuting, when forage can be furnished, and commuting or being re-imbursed the amount actually expended for forage, when forage cannot be, or is not, furnished to officers entitled to it.

Is the proviso of the act of 1862 abrogated or superseded by the law of 1870, from which section 1270 of the Revised Statutes is taken? If nay, ought it not to have been embraced in section 1270 of the Statutes? If yea, ought not provision to be made for it by a new law? It is eminently proper and just, that an officer entitled to forage, also fuel and quarters, should be re imbursed money actually paid by him for these things, when not furnished by the Government.

In this connection attention is invited to the decision of the Second Comptroller of the Treasury, of March 1, 1875, in the case of Lient. Col. C. H. Tompkins, re-imbursing him for money actually paid for quarters and fuel, when entitled thereto, at Government expense, concurred in by the Hon. Secretary of War, March 29, 1875.

PAR. 14. Section 3714 is taken from the act of July 16, 1798, chap. 85, sec. 3, vol. 1, page 610. The following words, however, do not appear in the Revised Statutes, though they appear to be permanent, and they form a portion of the same section and statute from which section 3714 is taken, to wit: "And all agents or contractors for supplies or service as aforesaid shall render their accounts for settlement to the accountant of the proper Department for which such supplies or services are required, subject, nevertheless, to the inspection and revision of the officers of the Treasury in manner before prescribed."

PAR. 15. Section 3715 is not a correct copy of the statute from which it is taken, (April 14, 1818, chap. 59, sec. 7, vol. 3, page 427,) the words in the bulk, and others, being omitted. The section (7) reads as follows: "And be it further enacted, that supplies for the Army, unless in particular and urgent cases the Secretary of War should otherwise direct, shall be purchased by contract, to be made by the Commissary-General on public notice, to be delivered on inspection in the bulk and at such places as shall be stipulated; which contract shall be made under such regulations as the Secretary of War may direct."

No mention is found in the Revised Statutes of the law contained in act of July 17, 1862, chap. 200, sec. 16, vol. 12, page 596, wherein "Contractors furnishing supplies for the Army or Navy are deemed and taken as part of the land or naval forces of the United States" and made subject to the rules and regulations governing same.

PAR. 16. Section 3734 is very broad in its terms; it reads as follows: "Before any new buildings for the use of the United States are commenced, the plans and full estimates therefor shall be prepared and approved by the Secretary of the Treasury, the Postmaster-General, and the Secre-

A distinction made between commuting when forage can be furnished and commuting when not furnished.

Is the proviso to the act of 1862 abrogated?

Ought not a law be framed restoring it?

Attention invited to the decision of the 2d Comptroller in Tompkins's case.

Agents or contractors to present their accounts, &c., to the accountant, subject to revision, &c.

Contractors as part of the land or naval forces of the U. S., and subject to regulations governing same.

Contracts for buildings.

tary of the Interior, and the cost of each building shall not exceed the amount of such estimate."

The law embodied in this section is taken from an appropriation bill for buildings under the control of the Treasury; but standing as it does without any qualifying words, would it not seem to apply to buildings constructed under direction of the War Department even when the cost thereof is less than \$20,000?

Relative to interest of members of and delegates to Congress in contracts.

PAR. 17. Section 3739 makes it unlawful for members of, or delegates to, Congress to have any interest in contracts, &c., but the next three sections (3740, 3741, and 3742) on the same subject mention members of, but not delegates to, Congress. Should not the words "delegates to" be inserted in connection with members of Congress in each of the three sections last named?

The original statute, April 21, 1808, chapter 48, sections 1, 2, 3, and 4, vol. 2, pages 484 and 485, does not contain the words "delegate to."

Where contracts are deposited, &c.

PAR. 18. Section 3743 provides for the depositing of contracts in the Office of the First Comptroller of the Treasury. The law referred to, 16th July, 1798, (chap. 85, section 6, vol. 1, p. 610,) says: "Shall be deposited in the Office of the Comptroller of the Treasury." The Revised Regulations of the Army, 1863, (par. 1049,) require one copy of contracts made by the Department to be sent to the Office of the Second Comptroller of the Treasury. This is the rule of this Office, and therein seems a conflict with the section 3743 of the Revised Statutes, which would seem to require all contracts to be sent to the Office of the *First Comptroller*.

Section 1221 Revised Statutes requiring every officer who receives clothing, &c., to render quarterly returns to the Quartermaster-General.

PAR. 19. Section 1221 of the Revised Statutes requires, "Every officer who receives clothing or camp-equipage for the use of his command, or for issue to the troops, shall render to the Quartermaster-General, at the expiration of each regular quarter of the year, quarterly returns of such supplies, accompanied by the requisite vouchers for any issues which shall have been made."

Sec. 2, act May 18, 1816, Stat. 4, page 173, further provides that the returns and vouchers after examination by the Q. M. Genl. shall be sent to the Treasury Dept. for settlement. Omitted.

Section 2 of the act of May 18, 1816, Stat. 4, page 173, further provides that the "returns and vouchers, after due examination by the Quartermaster-General, shall be transmitted for settlement to the proper officer of the Treasury Department." This requirement seems to be omitted in the Revised Statutes.

Act of March 3, 1799, sec. 23, vol. 1, page 749, providing for company tailoring.

PAR. 20. The act of March 3, 1799, sec. 23, vol. 1, page 749, provides: "That it shall be lawful for the commanding officer of each regiment, whenever it may be necessary, to cause the coats, vests, and overalls or breeches, which may, from time to time, be issued to and for his regiment to be altered and new made, so as to better to fit them to the persons respectively, for whose use they shall be delivered, and for defraying the expense of such alterations to cause to be deducted and applied out of the pay of such persons a sum or sums, not exceeding twenty-five cents for each coat, eight cents for each vest and for each pair of overalls or breeches."

Omitted.

Omitted from the Revised Statutes.

# INDEX.

	Paragraph.	Page.
Accountability, required of Quartermaster-General for money and property.....	1	28
Bonds, to be given by officers of the Quartermaster's Department.....	2	28
Non-liability, of the Quartermaster-General for money and property in hands of sub- ordinate officers of his Department.....	2	28
Appointments, in the Quartermaster's Department to be made from the Army.....	3	28
Assistant quartermasters and assistant commissaries of subsistence to do duty in both Departments.....	4	28
Duties of officers of the Quartermaster's Department.....	5	28
In absence of the Quartermaster-General, or chief of any military Bureau, the President to designate some other officer to take charge of and perform the duties.....	6	28
Forage and wagon masters, relative to their employment.....	7	29
Barrack and deputy barrack masters, relative to appointment of same.....	8	29
Artificers, mechanics, and laborers, employment authorized.....	9	29
Transportation, to persons going to obtain artificial limbs, cost of same to be refunded from appropriation for invalid pensions.....	10	29
Subsistence, to be furnished discharged officer from place of discharge to his home, &c.....	11	29
Union Pacific Railroad, other roads may connect with it.....	12	30
provisions relative to use of, &c.....	12	30
Fuel, quarters, and forage, may be furnished in kind.....	13	30
may be commuted when not furnished in kind.....	13	30
shall not be commuted except.....	13	30
distinction made between.....	13	31
Agents or contractors, to present their accounts for supplies, &c., for settlement, to accountant of the proper Department, subject to revision.....	14	31
Supplies, to be purchased by contract.....	15	31
to be delivered, on inspection, in the bulk.....	15	31
contractors furnishing same, taken as part of the land and naval forces.....	15	31
Buildings, contracts for same.....	16	31
to be approved by.....	16	31
Contracts, interest of members of and delegates to Congress in.....	17	32
where deposited.....	18	32
Returns and vouchers, every officer who receives clothing, &c., to render quarterly to Quarter- master-General.....	19	32
after examination by Quartermaster-General to be sent to the Treasury for settlement.....	19	32
Company tailoring, commanding officer may direct, &c.....	20	32



HARLEM RIVER, NEW YORK, HARBOR OF REFUGE, STURGEON BAY SHIP-CANAL.

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LETTER

FROM

THE SECRETARY OF WAR,

RELATIVE TO

*The improvement of Harlem River, New York; and the condition of the harbor of refuge, mouth of Sturgeon Bay Ship-Canal, Wisconsin.*

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JANUARY 5, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT,  
December 20, 1875.

The Secretary of War has the honor to transmit to the House of Representatives the report of the Chief of Engineers, and copy of report of Major D. C. Houston, in reply to letter of the chairman of the Committee on Commerce, of 22d February last, requesting copy of report made by General Newton on the improvement of the Harlem River, New York, and report of the condition of the harbor of refuge at the mouth of the Sturgeon Bay Ship-Canal, in the State of Wisconsin.

These reports are now submitted, having been received too late for transmittal to the last Congress.

WM. W. BELKNAP,  
Secretary of War.

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OFFICE OF THE CHIEF OF ENGINEERS,  
Washington, D. C., March 3, 1875.

SIR: I have to acknowledge the reference to this Office, for report, of the letter of the Hon. P. Sawyer, acting chairman of the Committee on Commerce of the House of Representatives, dated February 22, 1875, requesting, for the use of the committee, a copy of the report of General Newton on the improvement of Harlem River, and also a report of the present condition of the harbor of refuge at mouth of Sturgeon Bay Ship-Canal, &c., and in reply beg leave to say that the report on the Harlem River was submitted to the House of Representatives on the 22d ultimo, and is printed in Executive Document 75, part 9, Forty-third Congress, second session, House of Representatives.



In regard to the harbor of refuge, Sturgeon Bay Canal, I beg to inclose a copy of a report on the subject from Maj. D. C. Houston, Corps of Engineers, dated 23d February, 1875, which it is believed will afford the desired information.

The letter from the Committee on Commerce is herewith returned.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,

*Brigadier-General and Chief of Engineers.*

Hon. W. W. BELKNAP,

*Secretary of War.*

WAR DEPARTMENT,

*March 4, 1875.*

Too late to be sent to Congress. File, to be submitted to next Congress.

H. T. CROSBY,

*Chief Clerk.*

Received back from Chief of Engineers December 17, 1875.

[Second indorsement.]

OFFICE OF CHIEF OF ENGINEERS,

*December 16, 1875.*

Respectfully submitted to the Hon. Secretary of War, in obedience to instructions contained in preceding indorsement.

A. A. HUMPHREYS,

*Brigadier-General and Chief of Engineers.*

UNITED STATES ENGINEER OFFICE,

*Chicago, Ill., February 23, 1875.*

GENERAL: I have the honor to report as follows in regard to the condition of the harbor of refuge at the mouth of the contemplated ship-canal at Sturgeon Bay, called for by telegram of this date.

Two piers have been constructed in accordance with the approved plans, each pier being 794 feet in length. The ends of the piers are in about 15 feet of water. The object of these piers is to protect the entrance to the Sturgeon Bay Ship-Canal. They should eventually be extended out to a depth of 18 feet of water, but there is no urgency for this work, as the canal has not yet been opened.

It is proposed to continue the pier extension with crib-work, and it was expected that the canal would be opened in time to furnish accommodations for building cribs.

The total cost of the work has been \$50,000.

I am, general, very respectfully, your obedient servant,

D. C. HOUSTON,

*Major of Engineers.*

Brig. Gen. A. A. HUMPHREYS,

*Chief of Engineers, U. S. Army, Washington, D. C.*

HARBOR AT CHICAGO.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*Report of Major Gillespie, Corps of Engineers, on the modification of plan for improvement of the harbor at Chicago, Ill., and asking an appropriation.*

---

JANUARY 5, 1876.—Referred to the Committee on Commerce and ordered to be printed.

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WAR DEPARTMENT, *December 20, 1875.*

The Secretary of War has the honor to transmit to the House of Representatives letter of the Chief of Engineers, and copy of communication from Maj. G. L. Gillespie, Corps of Engineers, submitting a modification of the plan at present in course of construction for the improvement of the harbor at Chicago, Ill.

Approving the project of Major Gillespie, the reports are respectfully submitted, with request, in accordance with the recommendation of the Chief of Engineers, that the sum of \$40,000 be added to the estimate already submitted for continuing the improvement of the harbor of Chicago.

WM. W. BELKNAP,  
*Secretary of War.*

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OFFICE OF THE CHIEF OF ENGINEERS,  
*Washington, D. C., November 29, 1875.*

SIR: I beg leave to invite attention to the inclosed copy of a communication, dated October 26th last, received at this Office from Maj. G. L. Gillespie, Corps of Engineers, submitting a modification of the plan at present in course of construction for the improvement of the harbor of Chicago, Ill.

In view of the importance of the subject and of the greater facilities which an additional entrance on the south side of the breakwater will afford the commerce and navigation using the harbor of Chicago, and the small additional sum that will be required for making it effectual, I

respectfully recommend that the project of Major Gillespie be approved, and that his letter be sent to the House of Representatives with request that the sum of \$40,000 be added to the estimate already submitted for continuing the improvement of the harbor of Chicago.

It is, perhaps, proper to state that the proposed southern entrance and dredging inside the breakwater does not in any way conflict with the plan of the board of engineers for the improvement of the harbor.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,  
*Brigadier-General and Chief of Engineers.*

Hon. W. W. BELKNAP,  
*Secretary of War.*

WAR DEPARTMENT, *December 1, 1875.*

Approved, and respectfully returned to the Chief of Engineers to be again submitted when Congress meets.

By order of the Secretary of War :

H. T. CROSBY,  
*Chief Clerk.*

[Second indorsement.]

OFFICE OF CHIEF OF ENGINEERS,  
*December 16, 1875.*

Respectfully submitted to the honorable Secretary of War, in obedience to instructions contained in preceding indorsement.

A. A. HUMPHREYS,  
*Brigadier-General and Chief of Engineers.*

UNITED STATES ENGINEER OFFICE,  
*33 Union Building, Chicago, Ill., October 26, 1875.*

GENERAL: Since submitting my annual report for the year ending June 30, 1875, I have carefully watched the harbor of Chicago, for the purpose of ascertaining how the outer harbor was affected by the improvements in progress of construction, and the difficulties experienced by vessels in entering the Chicago River from the lake, by the main entrance, during the prevalence of northeasterly storms.

The strong winds of the fall, which blow from the northeast, create the highest seas at the entrance to the harbor, and during their continuance vessels often meet with disaster in entering the harbor, notwithstanding the entrance is nearly 500 feet wide.

Before the extension of the north pier the outer harbor, during northeasterly storms, was not a thoroughly quiet roadstead for vessels, and mariners could not be made to use it.

Since the sinking of the cribs in extension of the north pier, however, a marked change has taken place, and the waters behind the breakwater have become as quiet a roadstead for vessels as the river inside, and this condition will be much improved when the superstructure is placed upon the cribs.

Storms have been unusually severe and frequent this fall, and many disasters to vessels have occurred; some vessels striking the north pier

on the north side, some striking the breakwater near its north end, and some, in attempting to avoid collisions with pier and breakwater, have gone upon the beach south of the breakwater.

From my study of the problem, I have become convinced that vessels will find it easier and less fruitful of disaster to enter this harbor during severe northeasterly storms by rounding the south end of the breakwater. Steam-tugs can lie behind the breakwater, near the south end, in a comparatively quiet sea, and, on the approach of vessels, can run out and readily bring them in under the protection of the breakwater. This applies to vessels approaching the harbor to discharge cargoes, or to those which have passed out for other lake harbors and have put back to escape a storm. The effect, then, of the breakwater is to make a harbor of refuge as well as an outer harbor at this port.

In consonance with this view of the case, it will not be advisable to build, at present, the south pier to inclose the outer harbor, or, if a pier is built on that side, it should not approach the breakwater closer than 1,200 feet, and the breakwater should extend southerly beyond such a pier not less than 1,000 feet.

I have repeatedly, of late, called the attention of mariners to the facilities for gaining ready protection by rounding the south end of the breakwater, and they have, in a few instances, adopted my suggestion, and been most successful in entering. Their only fear has been that there is not sufficient water in the roadstead for their vessels, especially for those drawing as much as 13½ feet. In this they are correct if they desire, after rounding the breakwater, to pass to the city wharves on the river through the opening in the south river pier, as to do this they will be compelled to follow a channel through the northerly half of the outer basin, too tortuous to be practicable.

In the south half of the outer basin, for a distance of 1,000 feet west of the breakwater, it is rare if a less depth of water than 13 feet is found, and generally the depth exceeds 15 feet; but in the north half the depth varies from 9½ to 15 feet, the average being about 12 feet.

To utilize the breakwater as it is to-day to its fullest value, I would respectfully recommend that a channel, 600 feet wide and 2,000 feet long, be dredged through the north half of the outer basin, so as to connect the 16-foot curve at the south end of the breakwater with the 16-foot curve of the Chicago River at the "return" of the breakwater at its north end.

So much irregular dredging has been done in the outer harbor during the past two years by private parties procuring sand for sale, that it is impossible to state, with any great accuracy, what changes have taken place in the bottom since the construction of the breakwater. An examination of all the surveys of the harbor made since 1869 leads me to infer that no material change has taken place, (there is certainly no evidence of rapid shoaling,) and that it will be practicable to make a permanent channel behind the breakwater by a single dredging.

The channel I recommend is indicated in red on the inclosed map.

This will require the dredging of about 150,000 cubic yards of material, at a cost not to exceed \$40,000.

Such a channel will be of great importance to the commerce of this harbor, and will enable shipping to freely use the large roadstead formed by the breakwater, either as a place of refuge, or as a means of reaching, with safety, the city wharves at such times as high seas lay a practical embargo upon an entrance to the river's mouth.

I had not intended making an estimate for dredging in the outer harbor until after the construction of the south pier, referred to in the re-

port of the board of engineers, dated January 25, 1870, but my observations this fall have convinced me that whilst the necessity for the south pier has not yet been developed, a great benefit may be conferred upon commerce by increasing the facilities for entering the river from the eastward around the south end of the breakwater, and I respectfully submit an estimate of \$40,000 for making the channel indicated, with the recommendation that that amount be added to my estimate for continuing the improvement of Chicago Harbor for the year ending June 30, 1877.

I am, general, very respectfully, your obedient servant,

G. L. GILLESPIE,

*Major of Engineers, Bvt. Lt. Col. U. S. A.*

Brig. Gen. A. A. HUMPHREYS,

*Chief of Engineers U. S. A., Washington, D. C.*

C.

IMPROVEMENT OF DETROIT RIVER.

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LETTER

FROM

THE SECRETARY OF WAR,

RELATIVE TO

*The improvement of the Detroit River, and inviting attention to the suggestion of the Chief of Engineers, that an appropriation be made for the improvement of the same at the "Limekilns."*

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JANUARY 5, 1876.—Referred to the Committee on Commerce and ordered to be printed.

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WAR DEPARTMENT, *December 31, 1875.*

The Secretary of War has the honor to transmit to the House of Representatives copy of a report of Maj. G. Weitzel, Corps of Engineers, upon the improvement of Detroit River, and to invite attention to the suggestion of the Chief of Engineers, that Congress be asked to appropriate \$120,000 toward the improvement at the Limekilns for the next fiscal year.

WM. W. BELKNAP,  
*Secretary of War.*

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OFFICE OF THE CHIEF OF ENGINEERS,  
*Washington, D. C., December 20, 1875.*

SIR: Referring to the statement made in my annual report, I have now the honor to submit a copy of the report of Maj. G. Weitzel, Corps of Engineers, upon the improvement of Detroit River, based upon the result of his recent survey, and also upon deepening the channel at the mouth of the river.

Major Weitzel estimates the cost of the improvement of the channel at the Limekilns at \$262,000, if the channel is located partly in Canadian waters; which he deems to be the best location, and the cost of deepening the four shoals at the mouth of the river, also partly in Canadian waters, at \$300,000; in all, \$562,000. Of this sum, \$192,000 would be required for that portion of the work which would lie on our side.

I therefore suggest that Congress be asked to appropriate \$120,000 toward the improvement at the Limekilns for the next fiscal year.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,  
*Brigadier-General and Chief of Engineers.*

Hon. W. W. BELKNAP,  
*Secretary of War.*

## IMPROVEMENT OF THE DETROIT RIVER, MICHIGAN.

UNITED STATES ENGINEER OFFICE,  
*Detroit, Mich., November 26, 1875.*

SIR: In accordance with the instructions contained in the first part of the letter from your Office, dated October 1, 1875, relating to the improvement of the Detroit River at the Limekilns and at its mouth, I have the honor to submit the following, viz:

I gave the history of this work, since an appropriation was made for it, as fully as possible in my annual report for the fiscal year ending June 30, 1875, and I will therefore not repeat it here.

As already reported to the Chief of Engineers, I placed my assistant, Capt. A. N. Lee, in special charge of this work, in addition to his other duties, and he was therefore ordered to furnish me with the data which would enable me to comply with the instructions from your Office. This report is hereto annexed, and is intended to form a part of this letter.

The bed of the river at the Limekilns consists of solid rock. No channel at this point, less than 300 feet wide and 18 feet deep, will therefore meet the existing wants of commerce. It is true that the whole of the commerce which calls for this improvement passes through the Saint Clair Flats Canal, which is only 16 feet deep in a width of 200 feet. But here the bed and sides of the channel consist of soft material, and if a vessel comes into contact with either no serious damage results, while in a cut made through solid rock the result of striking either the bottom or sides would undoubtedly cause serious damage, if not total loss. To give the commerce a reasonable protection against such dangers, I think it wise to assume the above dimensions for the work. This being assumed, it will be seen from the annexed report of Captain Lee that such a channel, lying wholly in American waters, will cost in round numbers \$500,000. If located where it should be, partly within Canadian waters, its cost would be in round numbers \$262,000. Of this sum \$120,000 would be required on that portion in Canadian waters, and \$142,000 for that which lies on our side.

Of the four shoal spots at the mouth of the river, one-half of the first one lies on our side, and the other half, with the three others, lies on the Canada side. These shoal places are composed of very hard material, which would seriously injure a vessel if it struck either, and the depth of water over them should therefore also be at least 18 feet. To obtain this depth will cost in round numbers \$300,000, of which amount about \$50,000 would fall in our waters and \$250,000 in Canadian waters.

To recapitulate, the cost would, under the different circumstances, be as follows:

Channel at Limekilns wholly in American waters.....	\$500,000
The same partly in American and partly in Canadian waters.....	262,000
Deepening four shoal places at the mouth of the river.....	300,000

Taking the most favorable position for the channel at the Limekilns, the cost of the whole work would therefore be \$562,000. Of this \$192,000 would be required on our side and \$370,000 on the Canada side, if we did the whole work. The Canadians could do their part of the work cheaper than we could do it, for the reason that labor, material, &c., are cheaper over there than here.

Nine-tenths of the commerce which required this improvement belongs to our country, and hence it seems only just that we should bear that proportion of the cost of the work if Canada in turn will give us permis-

sion to work in its waters. Our share would then be a little over \$500,000.

As Captain Lee states in his report, the Canadians have been working at the improvement of the river, at and in the vicinity of the Limekilns, during the past season. Their government appropriated \$5,000 for the work, but more than this has been expended. It was expended in removing the most dangerous projecting points and other obstructions in the bed of the river, and they even worked in our waters, and, I am told, have benefited commerce considerably thereby. They worked over a great deal of space and with a very small appropriation, and, consequently, with very crude appliances, and in the face of a great many difficulties. Hence the cost per cubic yard of actual rock-excavation reached the high figure of \$60.

The engineer in charge now comes to me, unofficially, however, and says that he thinks we ought to pay to Canada one-half of the cost of the work.

As our Government had made an appropriation for doing the work which Canada has so far accomplished; was perfectly willing to do it, and has up to this time, in vain, however, applied for permission to go into Canadian waters and do it, I find it difficult to recommend such a reimbursement, although the bulk of the commerce benefited by the work belongs to us.

I respectfully transmit by express, in illustration, and for a better understanding of this letter, two sheets.\* One is a tracing, on a large scale, illustrating the survey of the river at the Limekilns, which was made last spring under my direction. The other is a copy of the "Preliminary Chart of Mouth of Detroit River," furnished me from the office of the Survey of the Northern and Northwestern Lakes. On both of these charts the localities to be improved are marked with colored lines, as specified by Captain Lee in his report.

For the sake of economy, and for comparison, I directed Captain Lee to report, also, the cost of making a channel at the Limekilns 20 feet in depth. It will be seen from his report that the difference in cost between such a channel and one 18 feet in depth is very great. In case the channels are located entirely in American waters, this difference is over \$1,000,000, and in the other case it is about \$900,000.

In conclusion, I beg leave to say that, if this work is undertaken by the Government, it could be done cheaper than the prices I have herein given, if the appropriation is made in not more than two parts, or, better still, as a whole.

This would justify a contractor in using coffer-dams and modern labor-saving appliances, and thus enable him to do the work cheaper, and, probably, in winter, during which time he would neither interrupt nor be interrupted by navigation.

I am, sir, very respectfully, your obedient servant,  
G. WEITZEL,  
*Major of Engineers.*

Brig. Gen. A. A. HUMPHREYS,  
*Chief of Engineers, U. S. A.*

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\* Not transmitted. See original report.



## REPORT OF CAPT. A. N. LEE, CORPS OF ENGINEERS.

UNITED STATES ENGINEER OFFICE,  
*Detroit, Mich., November 24, 1875.*

MAJOR: I have the honor to submit herewith a tracing\* of a survey of the Detroit River in vicinity of the Limekilns, made under your directions last season by Mr. H. H. A. Ulffers, assistant.

I also submit, by your instructions, estimates for the improvement of the river at this point, and also at its mouth.

The first estimate is based on the supposition that the channel-way shall be 300 feet wide, 20 feet deep, and lie wholly in American waters. The second gives the same location and width of channel, but only requires a depth of 18 feet.

The channel under first and second estimates is included between blue lines on tracing. The third and fourth estimates require the same width and depth as the first and second, respectively, but locate the channel partly in American and partly in Canadian waters. It is included between the red lines on the tracing.

## FIRST ESTIMATE.

*Channel in American waters.*

Length, 2,580 feet; depth, 20 feet; width, 300 feet.

On east side of center line, 24,390 cubic yards.

On west side of center line, 37,520 cubic yards.

Making total of 61,910 cubic yards, at \$25—\$1,547,750.

## SECOND ESTIMATE.

*Channel in American waters.*

Length, 2,580 feet; depth, 18 feet; width, 300 feet.

On east side of center line, 5,730 cubic yards.

On west side of center line, 14,230 cubic yards.

Making total of 19,960 cubic yards, at \$25—\$499,000.

## THIRD ESTIMATE.

*Channel partly in American and partly in Canadian waters.*

Length, 2,680 feet; width, 300 feet; depth, 20 feet.

On east side of center line, 22,270 cubic yards.

On west side of center line, 24,390 cubic yards.

Making total of 46,660 cubic yards, at \$25—\$1,166,500.

## FOURTH ESTIMATE.

*Channel partly in American and partly in Canadian waters.*

Length, 2,680 feet; width, 300 feet; depth, 18 feet.

On east side of center line, 4,740 cubic yards.

On west side of center line, 5,730 cubic yards.

Making total of 10,470 cubic yards, at \$25—\$261,750.

Twenty-five dollars per cubic yard may at first seem a large estimate; but, when it is remembered that the cutting will be almost entirely through solid rock, and in comparatively deep water, with a rapid current, it is believed that it is not too great. Besides the difficulty of contending with the current, the work will be subjected to more or less delay from passing vessels, which must materially add to the cost.

The Canadian authorities have been at work in the vicinity of the Canada Southern Railroad dock for some time past. From what information I have been able to obtain in reference to their progress, I find that they have removed 120 cubic yards of rock, and have blasted, but not taken out, 30 cubic yards. They have bored fifty holes. The average charge of nitro-glycerine used is  $\frac{1}{4}$  pound. The work has cost them about \$60 per cubic yard.

In addition to the work of improvement at the Limekilns, there are four shoal spots at the mouth of the river, on which more or less dredging will be required. The prin-

\* Tracing not transmitted. See original report.

Shoal of these is situated nearly southwest of Bar Point, and distant about one and one-half miles. It is directly in the course of vessels, and its removal is imperatively demanded.

The Canadian government has a light-ship on or near the shoal. The least water on it, as given by the Lake Survey chart, is 13½ feet. It is partly in American and partly in Canadian waters, and marked "A" on the chart. The other shoals are marked "B," "C," and "D."

In the following estimate I have only provided for 18 feet of water, as it would be impossible to give more without extending the work greatly. I have allowed 50 cents per cubic yard on account of the exposed location of the work.

## ESTIMATE.

Shoal A.....	186,000 cubic yards, at 50 cents.....	\$93,000
Shoal B.....	15,400 cubic yards, at 50 cents.....	7,700
Shoal C.....	177,126 cubic yards, at 50 cents.....	88,563
Shoal D.....	220,000 cubic yards, at 50 cents.....	110,000
Total.....	598,526 cubic yards, at 50 cents.....	299,263

It may appear useless to estimate for a depth of 20 feet at the Limekilns when vessels can only carry 16 feet through the Saint Clair Flats Canal and 18 feet at the mouth of the river, but the improvement at the Limekilns may be regarded as a permanent work, it being through solid rock and in no danger of filling up. A depth of 20 feet once obtained, the work there would require no further appropriation, while in the canal and at the mouth of the river more or less dredging will be required from time to time. For these reasons I have thought best to include the 20-foot estimate with the others, in case the proper authorities should decide to appropriate an amount sufficient to make a thorough and durable work.

The importance and necessity of the above improvements cannot be overestimated. They are a matter of direct interest to almost the entire commerce of the lakes, and the loss occasioned by vessels grounding at the Limekilns and mouth of the river, during the last five years, would more than pay the cost of obtaining a safe channel at all stages of water.

Very respectfully, your obedient servant,

A. N. LEE,  
*Captain of Engineers, U. S. A.*

Maj. G. WEITZEL,  
*Corps of Engineers.*

H. Ex. 39—2



JETTIES AT FORT BROWN, TEXAS.

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LETTER

FROM

THE SECRETARY OF WAR

RELATIVE TO

*An appropriation for jetties to protect the river-banks at Fort Brown, Texas.*

---

JANUARY 6, 1876.—Referred to the Committee on Commerce and ordered to be printed.

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The Secretary of War has the honor to invite the attention of the House of Representatives to his letter of February 19, 1874, transmitting copy of correspondence relative to the encroachment of the Rio Grande upon the site of Fort Brown, Texas, and asking an appropriation of \$10,000 for the purpose of erecting jetties to protect the river-banks. (See House Ex. Doc. 153, 43d Cong., 1st sess.)

Captain A. S. Kimball, A. Q. M., in his annual report dated July 1, 1876, reports: "An improvement of the water-front of Fort Brown, Texas, has become a matter of necessity, as the inroads of the Rio Grande are gradually growing more severe as the treacherous banks give way to the action of the stream, and may soon endanger the safety of valuable public buildings."

No appropriation having been made in accordance with the recommendation above referred to, the Secretary of War respectfully renews the recommendation that an appropriation of \$10,000 be made for jetties to protect the river-banks at Fort Brown.

WM. W. BELKNAP,  
*Secretary of War.*

WAR DEPARTMENT, December 20, 1875.

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MOUTH OF CAPE FEAR RIVER.

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LETTER

FROM

THE SECRETARY OF WAR,

RELATIVE TO

*An appropriation for the prosecution of work at the mouth of Cape Fear River.*

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JANUARY 5, 1876.—Referred to the Committee on Commerce and ordered to be printed.

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WAR DEPARTMENT,  
*December 20, 1875.*

The Secretary of War has the honor to transmit to the House of Representatives letter of the Chief of Engineers, and copy of communication from Major Craighill, Corps of Engineers, and, in accordance with the recommendation of the Chief of Engineers, for the reasons stated, to recommend that an immediate appropriation of \$210,000 be made for the prosecution of the work at the mouth of Cape Fear River, as essential to secure the great object of the whole scheme of improvement.

WM. W. BELKNAP,  
*Secretary of War.*

---

OFFICE OF THE CHIEF OF ENGINEERS,  
*Washington, D. C., December 9, 1875.*

SIR: I have the honor to ask your special attention to the inclosed communication, of the 7th instant, from Major Craighill, Corps of Engineers, with the suggestion that it be transmitted to Congress with a recommendation for the immediate appropriation of \$210,000 for the prosecution of the work at the mouth of Cape Fear River, as essential to secure the great object of the whole scheme of improvement.

The work is a novel one, beset with great difficulties, and its successful execution so far has required the most skillful and judicious handling. Everything now gives promise of complete success, for the attainment of which the engineer officer in charge should now have at his disposal all the funds requisite for the completion of the various works projected.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,  
*Brigadier-General and Chief of Engineers*

Hon. W. W. BELKNAP,  
*Secretary of War.*

UNITED STATES ENGINEER-OFFICE,  
Baltimore, Md., December 7, 1875.

GENERAL: In addition to the routine report of operations for the Cape Fear River for November, which will be forwarded in a day or two with others, it seems not out of place to call attention to several particulars concerning the river and the effects of the work done there by the United States.

The *apron* which is to extend from Federal Point to Zeke's Island will be about 4,200 feet long. For a description, see inclosed copy of specifications. About one-fifth of it had been completed at end of November.

Captain Phillips reports that Federal Point, its beginning, "continues to grow." The experience continues to be what was observed during the construction from the same point of the experimental crib and stone jetty, half the length of *which was covered by the sand so rapidly that it could not be finished vertically.*

While this effect is following the construction of the apron, the dredging continues in the channel behind the Horseshoe Shoal, to be made 200 feet wide and 12 feet deep at low water. The main object of this cut was to relieve New Inlet by opening a channel elsewhere for the water of the river, or a large portion of it. This cut was located where the channel was a century ago, before New Inlet opened. The new cut not only maintains the dimensions given by the machines, but the current sets through and improves it.

While these effects are observed in the neighborhood of New Inlet, the Baldhead entrance, six or seven miles distant, is increasing in depth, having already become, as it was a century ago, the best entrance to the river for the heavier vessels.

It is greatly to be regretted that there is not now available an additional sum of \$200,000, as the crisis of this most interesting problem is now upon us.

Very respectfully, your obedient servant,

WM. P. CRAIGHILL,  
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,  
Chief of Engineers U. S. Army, Washington, D. C.

#### IMPROVEMENT OF CAPE FEAR RIVER, NORTH CAROLINA.

UNITED STATES ENGINEER-OFFICE,  
Union Bank Building, Baltimore, Md., July 27, 1875.

Proposals for continuing the construction of the jetty or deflector, extending from Federal Point, at New Inlet, Cape Fear River, N. C., will be received at this office until noon of August 6, 1875, and opened immediately thereafter. Blank forms, specifications, &c., can be had upon application at this office.

WM. P. CRAIGHILL,  
Major of Engineers.

#### SPECIFICATIONS RELATING TO THE EXTENSION OF THE FEDERAL POINT JETTY AT THE NEW INLET, NEAR THE MOUTH OF THE CAPE FEAR RIVER, NORTH CAROLINA.

*Locality and general description of New Inlet.*—The New Inlet is located on the eastern side of the Cape Fear River, about nineteen miles below the city of Wilmington, N. C., and eight miles above the mouth (proper) of the river.

Old records show that this inlet has been in existence for somewhat over a century,

and that its origin was due as much (if not more) to the action of the wind upon the dry sand of the beach, as to the tendency of the river-current to seek that outlet to the sea. Up to the summer season of 1873, no steps were ever taken to contract the area of outflow at New Inlet, although several breaks, which had from time to time occurred below the New Inlet, had been successfully closed.

On July 1, 1873, the work for closing the space between Smith's and Zeke's Islands had just been completed, and New Inlet remained as the only passage to sea, excepting the mouth (proper) of the river. At this time the condition of the New Inlet was about as follows: Width in a direct line from Federal Point to Zeke's Island, 4,200 feet; depth of water on said line, from 6 to 15 feet at ordinary low water.

About two-thirds of the distance from Federal Point to Zeke's Island was occupied by what is known as the "Six-Foot Shoal," all the deeper water being on the southern or Zeke's Island side of the inlet. On the New Inlet bar there was, at this time, about 7 feet of water at low tide.

The tide is about twenty-five minutes earlier at New Inlet than at the mouth (proper) of the river. The ordinary rise of tide is 4.5 feet. Vessels of light draught, (say 9 feet,) coming to this point from the north, can enter by way of the New Inlet at high water, thus saving a run of about thirty-five miles to enter the old mouth.

*Description and effects of Federal Point jetty.*—At this date (July, 1873) the present Federal Point jetty was commenced, and during the summer and fall of this year was extended to 500 feet in length.

As the object of this work was primarily to serve as deflector to the inlet-currents, and not necessarily to form an integral part of any closing work which might afterward be undertaken, the direction given it served to diminish the distance across the inlet by only about 300 feet—thus leaving the distance across, from end of jetty to Zeke's Island, about 3,800 feet.

This structure is composed of cribs 30 feet by 20 feet, placed in juxtaposition across the line of work, filled with stone, and built to about 2 feet above ordinary low water.

One of the results of this work has been the growth of Federal Point, the beach of which has followed out along the jetty on both sides, to about one-half its length, and to high-water mark.

As the line of cribs was put down, the currents of the inlet cut out a saucer-shaped pocket in advance, which, on the completion of the 500 feet of work, had the following dimensions, which have not since materially changed: Greatest depth of water, (which is immediately at end of jetty,) 17 feet at low water. From this point the water shoals regularly, both in advance and on the sides, until the original, undisturbed bottom is reached, at points between 250 and 300 feet distant from the end of the jetty.

The depth of water near Zeke's Island, referred to above as 15 feet, has remained unchanged, as has also the depth of water on New Inlet bar.

*Regarding future operations.*—It seems desirable, during the present fiscal year, to further contract the area of outflow at the New Inlet, to as great an extent as the state of available funds will permit, either by continuing the work in its present form, or by adopting some other mode of structure. About \$100,000 will be available for this purpose, with the probability of an increased allotment, in case advantageous bids are offered.

*Information and instruction to bidders.*—It is not designed to specify the exact mode of structure which shall be adopted in the continuation of the Federal Point jetty, and bidders are invited to propose a method, as well as the extent of work they are willing to undertake.

Should some other form of structure be proposed than that already used, as, for instance, piles, sand-bags, brush, or a combination of these or other materials, bidders will so state, giving a description of the proposed work, and in all cases guaranteeing a permanency of the structure, at least for a specified period.

Bids will be entertained for the construction of an apron, composed of brush or other material, extending from the end of the jetty entirely across the inlet.

Bidders for this class of work will find at this office drawings showing plan and sections of such an apron as appears to the Government to be desirable; referring to dimensions and not specifying the class of material to be used. This proposed apron contemplates a slope of one on one on the inner, and one on two on the outer side, and to be of such width, that if brought up to low-water mark, it would have a width of 16 feet at that plane. This would give for greatest width at bottom 70 feet, least width 40 feet, average width at bottom over the entire length, 53 feet. Length of entire apron on line proposed, which may be seen on the plan referred to, but which is subject to slight changes of direction, 4,185 feet. Height of apron above the bottom to be not less than 4 feet.

Bidders are at liberty to propose and base their bids upon an apron of dimensions other than the above, (except as to height,) if, in their opinion, the class of material to be used by them would either warrant or require any deviation therefrom.

Bids are invited to apply to each of the two following cases: the one in which the bidder proposes to put down an apron of specified thickness, the Government taking



all risk of settlement as the work progresses; the other, in which the bidder takes all risk of settlement, and agrees to raise and maintain said apron to the same specified height above the present bottom.

Bids will also be received for the closure of the New Inlet as a lump job.

In all cases each bid must be accompanied by drawings, made to a scale, showing, in cross-section, the dimensions of the proposed work, the mode of structure proposed; and in which will be exhibited the proportional amount of the various kinds of material proposed to be used.

It is to be understood, however, that in any contract which may be entered into for the performance of any portion of the work in question, it shall be specified that all material used and all labor performed shall be subject to the scrutiny of the engineer in charge, and shall be furnished and performed to his entire satisfaction.

The attention of bidders is called to the fact that the United States Government is dredging a channel behind the Horseshoe Shoal, opposite the New Inlet, one of the designs of which is to draw away from the inlet a large portion of the fluvial current which now takes that course to the sea.

Finally, it is not believed that intelligent bids can be made for the accomplishment of any of the above work without a personal examination of the locality, and bids will only be considered from those who have made such an examination. The bid will so state.

In all cases, proposals will specify the price per linear foot for which the work will be undertaken, as no bids per cubic yard will be entertained.

They will give a description of the kind of work proposed, and the extent of the work which will be undertaken.

When apron-work is contemplated bidders will state price per linear foot for an apron 4 feet in height, and additional price for each foot above that height.

Proposals will also state the time at which the work bid for will be commenced, and the probable duration of job.

*Payment.*—Payments will be made monthly so long as the contractor executes satisfactorily the amount of work guaranteed, reserving ten per cent. from each payment until the whole contract is satisfactorily completed.

Proposals are to be sealed, in duplicate, indorsed on outside, accompanied by a copy of this advertisement and specifications, on forms to be had at this office.

Maps of the locality can be seen, and any further information obtained, by application at this office, or to the resident engineer at Smithville, N. C., Capt. C. B. Phillips, Corps of Engineers.

A copy of this advertisement and specifications will be attached to the contract, and form a part of it.

The right to reject any bid is reserved.

WM. P. CRAIGHILL,  
*Major of Engineers, U. S. A.*

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SISSETON AND WAHPETON SIOUX INDIANS.

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LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

*The draught of a bill providing for a modification of the requirements of the fifth article of the treaty of February 19, 1867, with the Sisseton and Wahpeton bands of the Sioux Indians, and recommending the same to the consideration of Congress.*

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JANUARY 5, 1876.—Referred to the Committee on Indian Affairs and ordered to be printed.

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DEPARTMENT OF THE INTERIOR,  
Washington, December 23, 1875.

SIR: A treaty with the Sisseton and Wahpeton bands of Sioux Indians, concluded February 19, 1867, makes provision for an allotment of lands in severalty to heads of families or single persons over twenty-one years of age.

Under authority of this Department, instructions were issued, under date of 14th of May last, by the Commissioner of Indian Affairs, to Mr. C. C. Royce, as a special agent, to proceed to the Sisseton agency, in Dakota, and make allotments of land to each member of said bands who should be entitled thereto, in the manner and upon the conditions stipulated in the fifth article of said treaty, one of which is as follows:

And every person to whom lands may be allotted under the provisions of this article who shall occupy and cultivate a portion thereof for five consecutive years, shall thereafter be entitled to receive a patent for the same so soon as he shall have fifty acres of said tract fenced, plowed, and in crop: *Provided*, That said patent shall not authorize any transfer of said lands, or portion thereof, except to the United States, but said lands and the improvements thereon shall descend to the proper heirs of the persons obtaining a patent.

A copy of the report of Mr. Royce, presented by letter of the Commissioner of Indian Affairs, under date of 21st instant, (copy also herewith), is inclosed, wherein the special agent gives his views of the effect of that portion of the article (5) hereinbefore recited, which makes it a condition-precedent to the issuance of the patent that fifty acres of land should first be properly placed under cultivation, and states that, in his judgment, the amount of land thus required to be improved is unnecessarily large, and discourages the Indians in their efforts.

I therefore have the honor to present herewith the draught of a bill providing for a modification of the requirement of the fifth article of the treaty of February 19, 1867, to the effect that the amount of fifty acres of improvement be reduced to twenty-five, and, in accordance with the

recommendation contained in the letter of the Commissioner of Indian Affairs, recommend the subject to the favorable consideration of Congress.

Very respectfully, your obedient servant,

Z. CHANDLER,  
*Secretary.*

The SPEAKER, *House of Representatives.*

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DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., December 21, 1875.

SIR: Referring to Department letter of the 14th instant, returning, with approval, the amended draught of a bill providing for a reduction in the quantity of land required to be cultivated by allottees, under the provisions of the treaty with the Sisseton and Wahpeton Sioux, concluded February 19, 1867, as a condition precedent to the issue of patents for such allotments, I now have the honor to submit herewith two copies of said bill, accompanied by copies of the report of Special Agent C. C. Royce, who made the allotments, and respectfully recommend that the same be laid before Congress for favorable action by that body.

Very respectfully, your obedient servant,

J. Q. SMITH,  
*Commissioner.*

The Hon. SECRETARY OF THE INTERIOR.

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Whereas the fifth article of a treaty concluded February 19, 1867, between the United States and the Sisseton and Wahpeton bands of Dakota or Sioux Indians provides for an allotment of 160 acres of land upon the reservations therein set apart, to each head of a family or single person over twenty-one years of age belonging to said bands and entitled to locate thereon, and further provides that every person to whom lands may be allotted under the provisions of this article, who shall occupy and cultivate a portion thereof for five consecutive years, shall thereafter be entitled to receive a patent for the same so soon as he shall have fifty acres of said tract fenced, plowed, and in crop: *Provided*, That said patent shall not authorize any transfer of said lands or portions thereof except to the United States, but said lands and the improvements thereon shall descend to the proper heirs of the persons obtaining a patent; and whereas it is believed the quantity of fifty acres aforesaid, required to be in fence and under cultivation as a condition precedent to the issue of patents, is excessive: Therefore,

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That whenever it shall be made to appear to the satisfaction of the Secretary of the Interior, under such regulations as he may prescribe, that any person to whom lands may have been or shall hereafter be allotted under the provisions of the fifth article of said treaty has occupied and cultivated a portion of the land so allotted to him for five consecutive years, and has also caused not less than twenty-five acres of such allotment to be fenced, plowed, and put in crop, it shall thereupon be the duty of the Secretary of the Interior to cause a patent to be issued to such person for the land so allotted to him, but the title conveyed by such patent shall not be transferable except to the United States, and the land, with the improvements thereon, shall descend to the heirs of the patentee.

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WASHINGTON, D. C., September 25, 1875.

SIR: I have the honor to submit the following report:

Acting under office instructions of the 14th of May last, I proceeded to the Sisseton agency in Dakota, for the purpose of making allotments of land in severalty to such members of the Sisseton and Wahpeton bands of Sioux as should be entitled thereto under the provisions of the fifth article of the treaty with those bands, concluded February 19, 1867.

Arriving at Saint Paul, *en route* to the agency, on the morning of June 2, I found Agent Hamilton, who informed me that he would be unable to leave for his agency until the 7th, and that the agency team which was to meet him at Morris and transport us to the agency, sixty-five miles distant from the railroad, would not be there

until that day. Accordingly I remained in Saint Paul and Minneapolis until the 7th, and, accompanied by Agent Hamilton, reached Morris, Minn., on the morning of the 8th. The agency team, however, did not arrive at Morris until the evening of the 9th, and we left for the agency on the morning of the 10th.

I soon ascertained that the Indians were all anxious to have the boundaries of their respective allotments clearly pointed out to them, most of them having already selected the spot where they were desirous of having their claims located, and in numerous instances being in such proximity to each other that two or three of them would lay claim to the same forty or eighty acre tract. Many vexatious disputes were thus brought about, which in some instances I found much difficulty in adjusting to the satisfaction of all parties, owing to the tenacity with which each claimant would adhere to the assertion of the priority and superiority of his own claim.

As stated in my letter of the 14th of June, I found a large proportion of the surveyor's stakes had been destroyed; in some instances by the Indians themselves, but generally by the annual prairie-fires that sweep over the reservation. Occasionally I also found that the surveyor had in the first place neglected to set the proper stakes, and in several instances the stakes standing were incorrectly marked. Under these circumstances I deemed it necessary, in order to insure accuracy in all cases, to secure the services of a practical surveyor. The services of the regular interpreter being in almost constant demand at the agency, it became necessary that I should employ some one to accompany me regularly in that capacity. Authority having been given me in Office letter of the 21st of June to employ both a surveyor and interpreter, I secured the services of a competent and experienced man to perform the duties first mentioned, at a compensation of \$3 per day, and also employed an interpreter at the rate of \$45 per month.

The nature of the country was such as to render it impossible, except in a few instances, to give each Indian his entire allotment in one body. The "coteaus" or hills of the prairie extended almost the entire length of the reservation from northwest to southeast. These coteaus are intersected by numerous deep ravines, which are filled in most instances with a heavy growth of timber, constituting the only supply of wood to be found on the reserve, except a slight fringe of trees that skirts the margin of some of the numerous small lakes with which the country abounds. As a rule the land in the immediate vicinity of these ravines is rough, stony, and unfit for cultivation, and accordingly in making the allotments I allowed each allottee to select either forty or eighty acres along the ravines, and the remainder of his claim at some other most convenient and desirable spot upon the "flat" or bottom prairie, in order that he might have agricultural land of good quality sufficient to enable him to bring the "fifty acres" mentioned in the treaty under cultivation, with a view to securing his patent.

Speaking of this quantity of fifty acres, required by the treaty to be brought under cultivation before the allottee can secure a patent for his allotment, I have the honor to represent that, in my judgment, the requirement is unnecessarily and, to an Indian, discouragingly large. Some few members of the tribe will undoubtedly in a few years have more than fifty acres each in crop, but to a large proportion of these the quantity specified in the treaty seems so great as to discourage all effort on their part to achieve the task. In view of this fact, I deem it appropriate to suggest that legislation be asked of Congress at its next session reducing by one-half the number of acres, required by the treaty as aforesaid to be brought under cultivation as a condition precedent to the issuance of patents; or, it might be deemed a more advisable plan to issue to each allottee a patent for forty acres of his allotment for each ten acres that he shall bring under cultivation, until he shall have received patents for the entire allotment. Many of the Indians already have from five to twenty-five acres well fenced and under cultivation. Gabriel Renville, the head chief, has now inclosed within a substantial wire fence and under cultivation the full quantity of fifty acres, and is therefore entitled to his patent. I earnestly recommend that measures be taken for the issue of a patent in his name for the land allotted to him at the earliest day practicable. It will serve as a strong incentive to others to emulate his example of industry and thrift.

The number of allotments made to individuals is two hundred and sixty-four; in addition to which I set apart and reserved for the manual-labor boarding-school farm three hundred and twenty acres; for agency-purposes, one hundred and sixty acres, upon which the agency-buildings are located, in addition to one hundred and twenty acres of timber; also several forty-acre tracts, upon which are located churches and school-houses.

I submit herewith, as a part of this report, a schedule exhibiting the names of the allottees, together with the descriptions of the various tracts of land allotted to each, and respectfully ask that the same may receive the approval of the Department, and that certificates of allotment be issued at an early day to each allottee.

Very respectfully, your obedient servant,

C. C. ROYCE,  
Special Agent Interior Department.

Hon. E. P. SMITH,  
Commissioner Indian Affairs, Washington, D. C.

*Schedule of allotments of land in severally assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, by C. C. Royce, special agent of the Interior Department, in accordance with the provisions of the fifth article of the treaty with the aforesaid bands, concluded February 19, 1867, and instructions of the Commissioner of Indian Affairs bearing date May 14, 1875.*

## SISSETON AND WAHPETON SIOUX INDIANS.

No. of allotment	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	Acres.	100th.
1	Gabriel Renville. Patent issued to Gabriel Renville Oct. 20, 1875, and sent to Agent Hamilton Oct. 22, 1875.	1	1	Southwest quarter of southwest quarter. Northwest quarter of northwest quarter. Northeast quarter of northeast quarter. Southwest quarter of northwest quarter. Lot 5	9 16 17 17 6	124 124 124 124 124	51 51 51 51 51	40 40 40 40 39	..... ..... ..... ..... 20
2	Charles Crawford	1	1	Southeast quarter of northwest quarter. East half of southwest quarter.	6 32	124 125	51 51	40 80	..... .....
3	Thomas Renville, alias Crawford	1	1	Northeast quarter of southwest quarter. Northwest quarter of southeast quarter. Northeast quarter of northeast quarter. Northwest quarter of northwest quarter.	6 6 26 27	124 124 125 125	51 51 51 51	40 40 40 40	..... ..... ..... .....
4	A-ki-pa, alias Joseph Renville	1	1	Southeast quarter of northeast quarter. South half of northwest quarter.	6 5	124 124	51 51	40 80	..... .....
5	Victor Renville	1	1	Northeast quarter of northwest quarter. South half of southwest quarter. Southwest quarter of southeast quarter.	26 11 11	125 124 124	51 51 51	40 40 40	..... ..... .....
6	Maz-a-ho-wax-to	1	1	Northeast quarter of northeast quarter. East half of southwest quarter. Northwest quarter of southeast quarter.	19 14 14	124 124 124	51 51 51	40 80 40	..... ..... .....
7	Thomas Lawrence	1	1	Northwest quarter of northeast quarter. Southwest quarter of southwest quarter. South half of southeast quarter.	19 29 30	124 125 125	51 51 51	40 40 39	..... ..... 90
8	I-te-wa-kan-hdi-ota	1	1	Lot 4	31	125	51	80	.....
9	Pa-ta-nin-na	1	1	West half of northeast quarter. South half of northwest quarter. North half of northeast quarter.	32 31 31	125 125 125	51 51 51	80 80 80	..... ..... .....

[illegible]

*Schedule of allotments of land in severalty assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, &c.—Continued.*

No. of allotment.	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	Acres.	100lb.
21	Cun-rda .....	1	1	South half of southeast quarter..... Northwest quarter of northeast quarter..... Northwest quarter of southeast quarter..... Lots 3 and 4 .....	4 9 36 4	123 123 124 123	51 51 51 51	80 40 40 74	51
22	Joseph Bird .....	1	1	South half of southwest quarter..... Southeast quarter of northwest quarter and lot 2 .....	33 4	123 123	51 51	80 77	63
23	Antoine Renville.....	1	1	Southwest quarter of southeast quarter..... Southeast quarter of northwest quarter..... Lot 4 .....	33 35 3	124 124 123	51 51 51	40 40 38	12
24	John Sin-te-rda.....	1	1	Lot 1 .....	4	123	51	37	98
25	Edwin Phelps .....	1	1	Northeast quarter of southwest quarter and southwest quarter of northwest quarter..... Lot 4 .....	31	124	50	80	05
26	Sun ka-ma-za.....	1	1	East half of southeast quarter..... Northeast quarter of southeast quarter..... South half of northeast quarter..... Northwest quarter of northeast quarter..... Northeast quarter of northwest quarter.....	2 34 33 8 8	123 124 124 123 123	51 51 51 51 51	39 80 40 40 40	160
27	Wan-di-du-ta.....	1	1	Southeast quarter .....	8	123	51	80	80
28	Wa-ki-yan-so-fa.....	1	1	South half of southwest quarter..... South half of southeast quarter..... North half of southwest quarter.....	8 7 7	123 123 123	51 51 51	80 80 80	80
29	Joab Ni-ni-yop-te .....	1	1	North half of southeast quarter..... South half of northwest quarter..... South half of northeast quarter.....	7 8 7	123 123 123	51 51 51	80 80 80	80
30	Ta-can-rpi-yo-jan-jau.....	1	1	South half of northwest quarter..... South half of northeast quarter..... Northwest quarter of northwest quarter.....	7 8 8	123 123 123	51 51 51	80 80 40	80
31	Wa-au-kay-ag-am-a-ni.....	1	1	East half of southeast quarter..... Southeast quarter of northeast quarter..... East half of northeast quarter.....	36 36 17	124 124 123	51 51 51	40 40 80	80
32	Min-ni-ask-atn-wiu .....	1	1	East half of southeast quarter.....	17	123	51	80	80

33	Ta-ke-wa-kan-ki-da	1	East half of northwest quarter	17	123	51	80	.....
34	Tu-ka-ma-za	1	West half of southwest quarter	17	123	51	80	.....
35	Amos E-cet-u-ki yo	1	West half of northwest quarter	17	123	51	80	.....
			Northeast quarter of northwest quarter	9	123	51	40	.....
			Southwest quarter of southwest quarter, (except one acre, as follows: Begin 9 rods and 6 feet west of center quarter-mile post of southwest quarter of section 4; thence south 9 rods, west 18 rods; north 9 rods, and east 18 rods to beginning, upon which is located a school-house.)	4	123	51	39	.....
			Southeast quarter of northwest quarter					.....
36	Ha-ba	1	Northeast quarter of northeast quarter	9	123	51	40	.....
			Southwest quarter of northwest quarter and northwest quarter of southwest quarter	31	124	50	40	.....
			Southwest quarter of northeast quarter	9	123	51	80	.....
37	John Mark Blue Cloud	1	Southwest quarter of southeast quarter	31	124	50	40	.....
			West half of northeast quarter	30	124	50	40	.....
			Northeast quarter of northeast quarter	35	124	51	80	.....
			Southwest quarter of northeast quarter	35	124	51	40	.....
38	Adam Gilbert	1	Northeast quarter of northwest quarter	35	124	51	40	.....
			South half of southeast quarter	2	123	51	80	.....
			Southeast quarter of northwest quarter	10	123	51	40	.....
39	Ram-ki-ye	1	Northwest quarter of northeast quarter	11	123	51	40	.....
			West half of southwest quarter	35	124	51	80	.....
			Southwest quarter of northwest quarter	10	123	51	40	.....
40	Win-yan	1	Northwest quarter of southwest quarter	10	123	51	40	.....
			North half of northwest quarter	11	123	51	80	.....
41	Ta-can-pi-ki-ya-man-i	1	Northeast quarter of northeast quarter	10	123	51	40	.....
			Southwest quarter of northwest quarter	22	123	51	40	.....
			Southwest quarter of southeast quarter	11	123	51	40	.....
			South half of southwest quarter	11	123	51	80	.....
42	Samuel Ezekiel	1	Northeast quarter of northeast quarter	15	123	51	40	.....
			Northwest quarter of southeast quarter	11	123	51	40	.....
			Northwest quarter of northeast quarter	11	123	51	40	.....
43	Sunk-as-ka	1	East half of northeast quarter	22	123	51	80	.....
			West half of northeast quarter	17	123	51	80	.....
44	Alexis	1	West half of southeast quarter	17	123	51	80	.....
			North half of northeast quarter	14	123	51	80	.....
			Northeast quarter of northwest quarter	14	123	51	40	.....
45	Jacob Hey-o-ka	1	Southeast quarter of northwest quarter	22	123	51	40	.....
			Southwest quarter of southeast quarter	14	123	51	40	.....



*Schedule of allotments of land in severalty assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, &c.—Continued.*

No. of allotment.	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	100th.
45	Jacob Hey-o-ka.....	1	.....	North half of northeast quarter .....	23	123	51	80
46	Abel Co-tank-a-ma-za .....	1	.....	Northwest quarter of northwest quarter .....	23	123	51	40
				Southwest quarter of southwest quarter .....	24	123	51	40
				South half of southeast quarter .....	23	123	51	80
47	Joseph La Blanc.....	1	.....	Northwest quarter of northwest quarter .....	25	123	51	40
				Lot 3 .....	30	123	50	40
				Lot 4 .....	30	123	50	40
				Southeast quarter of southwest quarter .....	30	123	50	40
				Southeast quarter of northeast quarter .....	35	123	51	40
48	Johnston Tain-yan-na .....	1	.....	East half of southeast quarter .....	25	123	51	80
				Southwest quarter of southeast quarter .....	25	123	51	40
49	William He-pi .....	1	.....	Southwest quarter of northwest quarter .....	36	123	51	40
				North half of northeast quarter .....	36	123	51	80
				Northwest quarter of northwest quarter .....	36	123	51	40
50	Joseph Renville .....	1	.....	Southwest quarter of northeast quarter .....	22	123	51	40
				South half of northeast quarter .....	36	123	51	80
				Northeast quarter of southeast quarter .....	35	123	51	40
51	Do-wan-ko-ki-pa-pi .....	1	.....	Lot 7, (northwest quarter of southwest quarter) .....	31	123	56	40
				Lot 3, (southwest quarter of southwest quarter) .....	31	123	50	40
				Southeast quarter of southeast quarter .....	36	123	51	40
52	Henry Ortley .....	1	.....	Lot 1, (northeast quarter of northeast quarter) .....	1	123	51	39
				Southeast quarter of southeast quarter .....	31	123	50	40
				Lot 1, (northeast quarter of northwest quarter) .....	6	122	50	12
				Lot 2, (northwest quarter of northwest quarter) .....	6	122	50	40
				Southwest quarter of southeast quarter .....	1	122	51	40
53	Edward Ortley .....	1	.....	Lot 3, (southwest quarter of northwest quarter) .....	6	122	50	40
				Lot 4, (southeast quarter of northwest quarter) .....	6	122	50	49
				Lot 5, (northeast quarter of southwest quarter) .....	6	122	50	35
54	Joseph Lawrence .....	1	.....	Lot 6, (northwest quarter of southwest quarter) .....	6	122	50	40
				North half of southeast quarter .....	26	123	51	80

55	Amos Wa-kau-na .....	1	.....	Northeast quarter of northwest quarter.....	25	123	51	40	.....
				Northwest quarter of northeast quarter.....	25	123	51	40	.....
				Northeast quarter of northeast quarter.....	25	123	51	40	.....
				Northeast quarter of northwest quarter.....	26	123	51	40	.....
				Lot 1, (northwest quarter of northwest quarter).....	30	123	50	40	.....
56	Amos Wa-ke-du-ta.....	1	.....	Southwest quarter of northeast quarter.....	30	123	50	40	23
				Southeast quarter of northwest quarter.....	25	123	51	40	.....
				Northwest quarter of southeast quarter.....	25	123	51	40	.....
				Southeast quarter of southwest quarter.....	25	123	51	40	.....
57	Xit-ka-dun-xa .....	1	.....	South half of northeast quarter.....	22	124	51	80	.....
				Northwest quarter of southeast quarter.....	22	124	51	40	.....
				Southwest quarter of southwest quarter.....	22	124	51	40	.....
58	Robert Dowan.....	1	.....	Southwest quarter of southeast quarter.....	22	124	51	40	.....
				North half of northeast quarter.....	27	124	51	80	.....
59	Elias Gilbert.....	1	.....	Northwest quarter of northwest quarter.....	28	124	51	40	.....
				Southwest quarter of southeast quarter.....	34	124	51	40	.....
				South half of southwest quarter.....	34	124	51	80	.....
60	Ta-wa-himk-pe-o-ta, alias Wm. Henok ..	1	.....	Lot 2 .....	2	123	51	39	27
				Southwest quarter of northeast quarter.....	14	123	51	40	.....
				East half of southwest quarter.....	14	123	51	40	.....
61	Ma-ton-any-au-ka-pi .....	1	.....	East half of northeast quarter.....	18	123	51	80	.....
				East half of southeast quarter.....	18	123	51	80	.....
62	William M. Robertson.....	1	.....	Northeast quarter of southwest quarter.....	11	124	51	40	.....
				Northwest quarter of southeast quarter.....	11	124	51	40	.....
				Southwest quarter of northeast quarter.....	11	124	51	40	.....
63	Cas-ke, alias Peter Renville .....	1	.....	Southeast quarter of southeast quarter.....	18	124	51	40	.....
				South half of northeast quarter.....	17	124	51	80	.....
				Southwest quarter of northwest quarter.....	16	124	51	40	.....
64	Moses Renville.....	1	.....	Northeast quarter of northeast quarter.....	17	124	51	40	.....
				West half of southeast quarter.....	30	125	50	80	.....
				Northeast quarter of southeast quarter.....	30	125	50	40	.....
65	Si-ha-tan-ka .....	1	.....	Northeast quarter of northwest quarter.....	19	124	51	40	.....
				North half of northeast quarter.....	16	124	51	80	.....
66	Hok-xi-dan-o-wa-ya-ka-pi .....	1	.....	Southwest quarter of southeast quarter.....	9	124	51	40	.....
				Southwest quarter of northeast quarter.....	19	124	51	40	.....
				South half of southeast quarter.....	16	124	51	80	.....
67	Sut-a-be-dan.....	1	.....	Southwest quarter of southwest quarter.....	15	124	51	40	.....
				Northeast quarter of northeast quarter.....	18	124	51	40	.....

*Schedule of allotments of land in severally assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, &c.—Continued.*

No. of allotment.	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	Acres.	100th.
67	Sut-a-he-dan.....	1	.....	West half of northwest quarter.....	15	124	51	80	.....
68	Wa-kud-ki-ya-pe.....	1	.....	Northwest quarter of southwest quarter.....	15	124	51	40	.....
				Northwest quarter of northwest quarter.....	17	124	51	40	.....
				East half of southeast quarter.....	11	124	51	80	.....
69	Wa-kan-ta.....	1	.....	Southeast quarter of northeast quarter.....	11	124	51	40	.....
				South half of southwest quarter.....	16	124	51	80	.....
70	Han-ke-ka-kan.....	1	.....	South half of southeast quarter.....	17	124	51	80	.....
				North half of northwest quarter.....	21	124	51	80	.....
				Northwest quarter of northeast quarter.....	21	124	51	40	.....
				Northwest quarter of southeast quarter.....	14	124	51	40	.....
71	Two Stars, alias Wi-can-r-pi-non-pa.....	1	.....	North half of southeast quarter.....	8	124	51	80	.....
				Northwest quarter of southwest quarter.....	9	124	51	40	.....
				Northwest quarter of northwest quarter.....	9	124	51	40	.....
72	Pan.....	1	.....	Northwest quarter of southwest quarter.....	8	124	51	40	.....
				Northeast quarter of southwest quarter.....	9	124	51	40	.....
				Northwest quarter of southeast quarter.....	9	124	51	40	.....
				Southeast quarter of northwest quarter.....	9	124	51	40	.....
73	Baptiste Eu-hi-ya-ye.....	1	.....	East half of southwest quarter.....	35	124	51	80	.....
				Southeast quarter of northwest quarter.....	2	123	51	40	.....
				Lot 3.....	2	123	51	39	16
74	Moses Decouta.....	1	.....	Southwest quarter of northwest quarter.....	3	123	51	40	.....
				Southeast quarter of northeast quarter.....	35	124	51	40	.....
				North half of southeast quarter.....	35	124	51	80	.....
75	Hok-xi-dan-ma-za.....	1	.....	South half of southeast quarter.....	28	124	51	80	.....
				Northeast quarter of northeast quarter.....	33	124	51	40	.....
				Southwest quarter.....	27	124	51	40	.....
76	Tuk-an-i-hda-wa.....	1	.....	Southwest quarter of southeast quarter.....	27	124	51	160	.....
77	Moses Wa-mun-ha.....	1	.....	West half of northeast quarter.....	34	124	51	80	.....
				East half of northwest quarter.....	34	124	51	80	.....
78	Daniel Robertson.....	1	.....	Northeast quarter of northeast quarter.....	31	124	51	40	.....
				North half of northwest quarter.....	36	124	51	80	.....

79	Samuel Robertson .....	1	.....	Southwest quarter of northwest quarter .....	36	124	51	40
80	George Dashner .....	1	.....	Northeast quarter of southeast quarter .....	30	124	51	40
81	Ho-gau-yu-ti-xni .....	1	.....	South half of southeast quarter .....	30	124	51	80
82	Pi-ya .....	1	.....	Southwest quarter of southeast quarter .....	25	124	51	40
83	Ta-mni-ya-go .....	1	.....	Southwest quarter of southwest quarter .....	23	124	51	40
84	Wa-co-ka .....	1	.....	West half of northwest quarter .....	32	124	51	80
85	Horace Greeley .....	1	.....	Southwest quarter of northwest quarter .....	32	124	51	40
86	Kampeska .....	1	.....	Southwest quarter of southeast quarter .....	29	124	51	40
87	Ti-o-ma-ni-pi .....	1	.....	Southeast quarter of southwest quarter .....	29	124	51	40
88	Hok-xid-an-wa-x-to .....	1	.....	South half of northeast quarter .....	27	124	51	80
89	I-to-a-o-ka-win-ga-pi .....	1	.....	Northwest quarter of northwest quarter .....	33	124	51	40
90	Fit-ka-dan-to .....	1	.....	Southeast quarter of northwest quarter .....	26	124	51	40
91	Charles Good Boy .....	1	.....	East half of southwest quarter .....	23	124	51	80
92	I-ni-han .....	1	.....	West half of southeast quarter .....	23	124	51	80
93	Edward Laramie .....	1	.....	Southeast quarter of northwest quarter .....	13	124	51	40
			.....	Southwest quarter of northeast quarter .....	13	124	51	40
			.....	Northeast quarter of southeast quarter .....	13	124	51	40
			.....	North half of southeast quarter .....	21	124	51	80
			.....	North half of southwest quarter .....	21	124	51	80
			.....	Southeast quarter of southeast quarter .....	7	124	51	40

*Schedule of allotments of land in severally assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, etc.—Continued.*

No. of allotment.	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	Acres.	100th.
93	Edward Laramie.....	1	.....	South half of southeast quarter.....	2	124	51	80	.....
94	Samuel O-ki-ra .....	1	.....	Northwest quarter of northeast quarter.....	11	124	51	40	.....
				Northeast quarter of southeast quarter .....	7	124	51	40	.....
				West half of northwest quarter .....	12	124	51	80	.....
95	Thomas Ha-ke .....	1	.....	Northwest quarter of southwest quarter .....	12	124	51	40	.....
				Lot 3 .....	28	125	52	30	80
				Lot 4 .....	28	125	52	35	28
				Lot 5 .....	28	125	52	31	55
				Lot 6 .....	28	125	52	14	10
				Lot 7 .....	28	125	52	45	51
96	Ta-te-a-ho-mni-i-yan-ke .....	1	.....	Lot 2 .....	28	125	52	45	51
				Southwest quarter of southeast quarter.....	21	125	52	40	.....
				Lot 8 .....	21	125	52	23	50
				Lot 5 .....	21	125	52	18	3
				Southwest quarter of northeast quarter.....	24	125	52	40	.....
97	Thomas Simon Wa-kan-hdi-r-ta .....	1	.....	Southeast quarter of southeast quarter .....	21	125	52	46	20
				Lot 6 .....	21	125	52	46	10
				Lot 7 .....	21	125	52	46	10
				Northwest quarter of southwest quarter .....	13	125	52	40	.....
98	David Hda-kin-yau .....	1	.....	Lot 3 .....	22	125	52	16	15
				Lot 2 .....	22	125	52	47	61
				Lot 1 .....	22	125	52	39	37
				Lot 6 .....	15	125	52	17	40
99	Wa-ho-hnu .....	1	.....	Northeast quarter of northeast quarter .....	14	125	52	40	.....
				Lot 1 .....	14	125	52	37	46
				Lot 2 .....	14	125	52	39	23
				Lot 1 .....	15	125	52	19	63
				Lot 2 .....	15	125	52	20	.....
				Lot 5 .....	15	125	52	8	45
				Lot 7 .....	15	125	52	31	.....
				Lot 8 .....	15	125	52	5	21

100	Ta-te-kar-na-jin, alias Peter Demerco.....	1	Lot 3.....	16	125	52	36	40
			Lot 4.....	16	125	52	58	10
			Southwest quarter of southwest quarter.....	9	125	52	40	.....
			Southwest quarter of southeast quarter.....	2	125	52	40	.....
101	Elius Ka-ram-in-yau-ke.....	1	Lot 8.....	17	125	52	19	91
			Lot 1.....	17	125	52	37	93
			Lot 2.....	17	125	52	18	64
			Southwest quarter of southeast quarter.....	8	125	52	40	.....
			Southwest quarter of southeast quarter.....	2	125	52	40	.....
102	I-ci-hde-xka-win.....	1	Lot 5.....	16	125	52	13	4
			Lot 7.....	17	125	52	47	.....
			Northeast quarter of northeast quarter.....	20	125	52	40	.....
			Lot 1.....	21	125	52	24	31
			Lot 2.....	21	125	52	29	50
			Lot 3.....	21	125	52	11	10
			Lot 1.....	6	124	52	37	16
103	Ma-za-wa-xin-eun.....	1	Lot 2.....	6	124	52	38	32
			Lot 10.....	6	124	52	32	60
			Lot 9.....	6	124	52	14	10
			Lot 5.....	5	124	52	32	72
			Lot 4.....	32	125	52	10	92
104	Smiley Shepherd.....	1	Lot 5.....	32	125	52	17	30
			Lot 6.....	32	125	52	10	18
			Lot 6.....	33	125	52	9	85
			Lot 5.....	33	125	52	11	35
			Lot 4.....	33	125	52	28	77
			Lot 2.....	4	124	52	36	52
			Lot 3.....	4	124	52	62	60
			Lot 3.....	5	124	52	2	75
105	Joshua Shepherd.....	1	Lot 3.....	33	125	52	37	40
			Southwest quarter of southwest quarter.....	34	125	52	40	.....
			Lot 1.....	4	124	52	36	92
			Lot 4.....	3	124	52	37	.....
106	Louis Un-jin-ca.....	1	South half of southwest quarter.....	28	125	51	80	.....
			Southwest quarter of southeast quarter.....	28	125	51	40	.....
			Southwest quarter of southeast quarter.....	28	125	51	40	.....
			South half of southeast quarter.....	29	125	51	80	.....
107	Jesse Cas-ke.....	1	Northeast quarter of southwest quarter.....	29	125	51	40	.....
			Northeast quarter of southeast quarter.....	26	125	51	40	.....
108	I-xa-ki-ze.....	1	Southwest quarter of southwest quarter.....	19	125	51	40	.....
			Southwest quarter of southwest quarter.....	20	125	51	40	.....

*Schedule of allotments of land in severally assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, &c.—Continued.*

No. of allotment.	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	Acres.	100th.
108	I-xa-ki-ze.....	1	.....	Northwest quarter of northwest quarter	29	125	51	40	.....
109	Adam Wa-kan-na.....	1	.....	Northeast quarter of northeast quarter	30	125	51	40	.....
			.....	Northwest quarter of northeast quarter	30	125	51	40	.....
			.....	Southeast quarter of northwest quarter	30	125	51	40	.....
110	Wa-su-ana-ko.....	1	.....	Southwest quarter of northwest quarter	13	125	51	40	.....
			.....	Northwest quarter of northwest quarter	24	125	51	40	.....
			.....	Southeast quarter of northeast quarter	4	123	52	40	.....
			.....	Southwest quarter of northeast quarter	4	123	52	40	.....
111	Wi-ci-ni-ban.....	1	.....	Lot 4	3	123	52	37	81
			.....	Lot 1	13	123	53	32	95
			.....	Lot 2	13	123	53	33	90
			.....	Northwest quarter southwest quarter	13	123	53	40	.....
112	Gi-gi-yi-na.....	1	.....	Lot 1	14	123	53	28	75
			.....	Lot 4	15	123	53	32	50
			.....	Lot 1	22	123	53	5	75
			.....	Lot 5	14	123	53	5	75
			.....	Lot 1	23	123	53	4	35
			.....	Lot 4	14	123	53	17	50
			.....	Lot 2	23	123	53	18	50
			.....	Lot 3	23	123	53	37	50
			.....	Lot 5	23	123	53	39	50
			.....	Lot 3	14	123	53	18	40
			.....	Lot 3	15	123	53	23	50
113	Ma-pi-ya-to-ka-he-na.....	1	.....	Lot 2	22	123	53	5	.....
			.....	Lot 2	15	123	53	31	25
			.....	Lot 3	22	123	53	22	75
			.....	Lot 4	22	123	53	38	90
			.....	Lot 7	22	123	53	32	.....
			.....	Lot 6	22	123	53	30	40

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*Schedule of allotments of land in severally assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation in Dakota, &c.—Continued.*

No. of allotment.	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	Acres.	100th.
123	Wa-mdi-n-pi-du-ta, alias Red Eagle Feathers.	1		Lot 2 .....	9	125	53	16	...
				Lot 3 .....	9	125	53	33	50
				Lot 2 .....	10	125	53	30	95
				Lot 3 .....	10	125	53	19	...
				Lot 2 .....	15	125	53	43	55
				Lot 4 .....	29	125	53	37	25
				Lot 1 .....	30	125	53	11	75
				Lot 2 .....	30	125	53	29	60
				Southwest quarter of northeast quarter .....	8	125	53	40	...
				Northwest quarter of southeast quarter .....	8	125	53	40	...
				Lot 4 .....	9	125	53	30	50
				Lot 5 .....	9	125	53	31	75
				Southeast quarter of northeast quarter .....	8	125	53	40	...
				Lot 1 .....	8	125	53	24	60
				Lot 1 .....	9	125	53	22	85
				Lot 6 .....	17	125	53	22	50
				Lot 7 .....	16	125	53	23	75
				Southwest quarter of northeast quarter .....	20	125	53	40	...
				Lot 5 .....	20	125	53	40	45
				Lot 6 .....	20	125	53	32	50
				Lot 1 .....	20	125	53	32	60
				Lot 2 .....	17	125	53	24	60
				Lot 3 .....	17	125	53	34	25
				South half of southeast quarter .....	8	125	53	80	...
				Lot 2 .....	16	125	53	51	30
				Lot 3 .....	16	125	53	7	75
				Lot 4 .....	16	125	53	22	45
				Lot 5 .....	16	125	53	25	25
				Lot 6 .....	16	125	53	39	85
				Lot 5 .....	10	125	53	27	75
				Lot 6 .....	10	125	53	23	10
124	Xun-ka-ta-ma-he-ca .....	1							
125	A-o-jan-jan-na .....	1							
126	Pi-ya-i-yo-tan-ke .....	1							
127	Ta-tan-ka-ca-tka .....	1							
128	He-ra-ki-ci-qa .....	1							
129	Ro-ta .....	1							

130	Re-ca-he-wi-ca-yn	1	Lot 1 Northwest quarter of northeast quarter	15 125	53	35 40	05
			Lot 4	14 125	53	10	.....
			Lot 3	14 125	53	13	20
			Lot 6	9 125	53	37	15
			Lot 7	9 125	53	21	85
			Lot 8	9 125	53	42	70
			Lot 9	9 125	53	9	80
			Lot 4	10 125	53	10	50
			Lot 3	15 125	53	4	60
			Lot 8	16 125	53	12	65
131	Wa-kun-hdi-pto-ce-dan	1	Northwest quarter of southeast quarter	20 125	53	40	.....
			Lot 7	20 125	53	40	.....
			Lot 3	30 125	53	45	.....
			Lot 4	30 125	53	20	85
			Lot 1	31 125	53	15	70
132	An-pe-tu xa	1	Lot 7	20 125	53	13	40
			Southwest quarter of southwest quarter	21 125	53	40	.....
			Northwest quarter of northwest quarter	28 125	53	40	.....
			Lot 1	29 125	53	36	60
			Lot 2	29 125	53	23	10
133	K-bi-dan	1	East half of southeast quarter	19 125	53	80	.....
			Lot 8	20 125	53	13	80
			Lot 9	20 125	53	36	30
			Lot 10	20 125	53	17	35
134	Ho-tan-in-na	1	Lot 4	29 125	53	22	15
			Lot 5	29 125	53	31	40
			Lot 6	29 125	53	30	40
135	Zi-tka-to-du-ta	1	Southwest quarter of northwest quarter	29 125	53	40	.....
			South half of northwest quarter	13 125	52	80	.....
			Northwest quarter of northwest quarter	13 125	52	40	.....
136	Sum-ka-wa-x-te	1	Northwest quarter of northeast quarter	13 125	52	40	.....
			Lot 2	32 125	54	42	56
			Lot 4	32 125	54	39	50
			Lot 5	32 125	54	62	36
137	Ta-tan-ka-ro-ta	1	Lot 4	5 125	52	1	58
			Lot 5	5 125	52	23	56
			Lot 6	5 125	52	13	50
			Lot 9	5 125	52	45	45
			Lot 10	5 125	52	29	.....
			Lot 1	6 125	52	13	42

*Schedule of allotments of land in severally assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, &c.—Continued.*

No. of allotment	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	Acres.	100th.
137	Ta-tan-ka-ro-ta	1		Lot 8	6	125	52	33	71
138	Ma-ga	1		Southwest quarter of southeast quarter	18	125	51	40	
				Southwest quarter of southwest quarter	18	125	51	40	
				Northeast quarter of northwest quarter	19	125	51	40	
				Northwest quarter of northeast quarter	19	125	51	40	
139	Wi-ca-rea	1		Southwest quarter of southeast quarter	18	125	51	40	
				Lot 4	18	125	51	40	
				Lot 1	19	125	51	39	90
				Lot 2	19	125	51	39	70
140	Wa-kin-yan-ci-qa-dan	1		Southwest quarter of southeast quarter	18	125	51	40	
				Southwest quarter of northeast quarter	24	125	52	40	
				Northeast quarter of southwest quarter	18	125	51	40	
				Lot 3	18	125	51	40	
141	Pa-xa-ki-ya	1		Southwest quarter of southeast quarter	11	125	50	40	
				Southwest quarter of southwest quarter	12	125	50	40	
				North half of northeast quarter	14	125	50	80	
142	Ma-ka-ro-ta	1		Southwest quarter of southeast quarter	2	125	50	40	
				Southwest quarter of southeast quarter	2	125	50	40	
				Northeast quarter of northeast quarter	11	125	50	40	
				Northeast quarter of northwest quarter	11	125	50	40	
143	Do-wan-kn	1		Southwest quarter of northwest quarter	11	125	50	40	
				West half of northeast quarter	11	125	50	40	
				Northeast quarter of southwest quarter	11	125	50	40	
144	John Laugie	1		West half of northeast quarter	33	129	54	28	
				Lot 2	36	130	54	28	35
				Lot 3	36	130	54	14	66
				Lot 4	36	130	54	33	50
145	Tu-kan-to-pa-i-yo-ke-na	1		Northeast quarter of southeast quarter	36	130	54	33	
				West half of southeast quarter	17	128	53	40	
				Southwest quarter of southeast quarter	34	129	54	80	
				Southwest quarter of southwest quarter	34	129	54	40	

146	Mar-po-ya-ho-tan-ka	1	Lot 4 Southeast quarter of northeast quarter.....	3	128	54	385	63
			Northwest quarter of southeast quarter.....	4	128	54	40	
147	David Langlois	1	Northwest quarter of southwest quarter.....	17	128	54	40	
148	Antoine Langlois	1	West half of northwest quarter.....	28	128	54	80	
149	Louis La Belle	1	West half of southeast quarter.....	21	128	54	80	
			East half of northeast quarter.....	29	128	54	80	
			East half of southeast quarter.....	21	128	54	80	
			Lot 7.....	6	128	53	30	44
150	Mary Ann La Belle	1	East half of northeast quarter.....	11	128	54	80	
			Northwest quarter of northwest quarter.....	12	128	54	40	
			Northeast quarter of southeast quarter.....	10	128	54	80	
			North half of southwest quarter.....	11	128	54	80	
151	Peter La-Belle	1	Northeast quarter of northwest quarter.....	12	128	54	40	
			Northeast quarter of southeast quarter.....	1	128	54	40	
			Southwest quarter of southeast quarter.....	1	128	54	40	
152	Tu-kan-wi-ca-rea	1	Southwest quarter of southeast quarter.....	10	128	54	40	
			Northwest quarter of southeast quarter.....	15	128	54	40	
			Southeast quarter of southwest quarter.....	13	128	54	40	
153	Joseph Demarais, sr	1	North half of northeast quarter.....	24	128	54	80	
			Southwest quarter of southeast quarter.....	13	128	54	40	
			Southwest quarter of southeast quarter.....	17	128	53	40	
			Southeast quarter of southwest quarter.....	19	128	53	40	
			Lot 4.....	19	128	53	32	6
154	Wa-ce-hin-gi	1	Lot 1.....	30	128	53	32	48
			Southwest quarter of northeast quarter.....	17	128	53	40	
155	Joseph Demarais, jr	1	Southwest quarter of southwest quarter.....	20	128	53	40	
			North half of northeast quarter.....	30	128	53	40	
			South half of northwest quarter.....	29	128	53	80	
156	Thomas A. Robertson	1	North half of southeast quarter.....	30	128	53	80	
			Southwest quarter of northeast quarter.....	29	128	53	40	
			West half of southeast quarter.....	29	128	53	40	
157	Co-tan-ka	1	Southeast quarter of southwest quarter.....	29	128	53	40	
			South half of northeast quarter.....	24	128	54	80	
			Northeast quarter of southeast quarter.....	24	128	54	40	
158	Ma-ko-hni-hda	1	Southeast quarter of southeast quarter.....	30	128	53	40	
			East half of northwest quarter.....	24	128	54	80	
159	Wa-ce-hin-ro-ta	1	North half of southwest quarter.....	24	128	54	80	
			Southwest quarter of southwest quarter.....	33	128	54	40	
			Lot 3.....	4	127	54	40	
				4	127	54	39	97

*Schedule of allotments of land in severally assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, &c.—Continued.*

No. of allotment.	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	Acres.	100th.
137	Ta-tan-ka-ro-ta	1		Lot 8	6	125	52	33	71
138	Ma-ga	1		Southwest quarter of southeast quarter	18	125	51	40	
				Southeast quarter of southwest quarter	18	125	51	40	
				Northeast quarter of northwest quarter	19	125	51	40	
139	Wi-ca-ron	1		Southwest quarter of southeast quarter	18	125	51	40	
				Lot 4	18	125	51	40	
				Lot 1	18	125	51	39	90
				Lot 2	19	125	51	39	70
140	Wa-kin-yun-ci-ga-dan	1		Northwest quarter of southeast quarter	18	125	51	40	
				Southeast quarter of southeast quarter	24	125	52	40	
				Northeast quarter of southwest quarter	18	125	51	40	
141	Pa-xa-ki-ya	1		Lot 3	18	125	51	40	
				Southeast quarter of southeast quarter	11	125	50	40	
				Southwest quarter of southwest quarter	12	125	50	40	
142	Ma-ka-ro-ta	1		North half of northeast quarter	14	125	50	80	
				Southeast quarter of southeast quarter	2	125	50	40	
				Southwest quarter of southeast quarter	2	125	50	40	
				Northeast quarter of northeast quarter	11	125	50	40	
				Southeast quarter of northwest quarter	11	125	50	40	
				West half of northeast quarter	11	125	50	80	
				Northeast quarter of southwest quarter	11	125	50	40	
				West half of northeast quarter	33	125	50	40	
	John Laugie	1		Lot 2	36	130	54	40	
				Lot 3					
				Lot 4					
	Ma-ta-pa-l-yo-ke-na	1		Northeast quarter					

178	Abel Red-day .....	1
179	Augustus Fronier .....	1

North west quarter of southeast quarter .....	15	127	40
Southeast quarter of northeast quarter .....	23	127	40

*Schedule of allotments of land in severalty assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, &c.—Continued.*

No. of allotment	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	Acres.	100th.
159	Wa-ee-hin-to-ta	1	—	Lot 4	4	127	54	39	80
160	Ki-mi-ska	1	—	Southeast quarter of southwest quarter	33	128	54	40	—
				Southwest quarter of southeast quarter	33	128	54	40	—
				Lot 3	33	127	54	21	—
				Lot 4	33	127	54	5	35
				Lot 5	33	127	54	36	—
				Lot 6	33	127	54	5	50
161	Ma-ka-gi	1	—	Southwest quarter of southwest quarter	10	127	54	40	—
				Lot 5	10	127	54	35	25
				Lot 6	10	127	54	36	—
				Lot 7	10	127	54	33	60
162	Albert Ta-ho-co-ka-wa-kan	1	—	Southwest quarter of northeast quarter	22	127	54	40	—
				Southeast quarter of northwest quarter	22	127	54	40	—
				Northeast quarter of southwest quarter	22	127	54	40	—
163	I-to-wan-ya-ka	1	—	Southwest quarter of southwest quarter	22	127	54	40	—
				Southeast quarter of northeast quarter	3	128	54	40	—
				East half of southeast quarter	3	128	54	50	—
164	Joseph La Framboise	1	—	Northwest quarter of southeast quarter	3	128	54	40	—
				East half of northwest quarter	33	128	53	80	—
				Southwest quarter of northwest quarter	33	128	53	40	—
165	Glode La Framboise	1	—	Southeast quarter of northeast quarter	32	128	53	40	—
				Southeast quarter of northwest quarter	27	128	53	40	—
				Southwest quarter of northeast quarter	27	128	53	40	—
				Southwest quarter of southeast quarter	32	128	53	40	—
166	Alexis La Framboise	1	—	Lot 2	5	127	53	43	85
				Northeast quarter of southeast quarter	33	128	53	40	—
				Northwest quarter of southeast quarter	33	128	53	40	—
				Northeast quarter of southwest quarter	33	128	53	40	—
				Southwest quarter of southwest quarter	33	128	53	40	—

167	Ma-ga-ta-ya-he	1	Northwest quarter of northeast quarter	33	128	53	40
			Northeast quarter of northeast quarter	33	128	53	40
			Southwest quarter of southeast quarter	33	128	53	40
168	Spencer La Croix	1	Southeast quarter of southeast quarter	33	128	53	40
			Southwest quarter of northeast quarter	11	128	54	40
			Southeast quarter of northwest quarter	11	128	54	40
			Lot 5	1	128	54	40
169	Angus Robertson	1	Southwest quarter of northwest quarter	6	128	53	28
			Lot 3	3	127	53	40
			Southeast quarter of northeast quarter	4	127	53	40
			Southeast quarter of southwest quarter	34	128	53	40
170	Joseph Wan-na	1	South half of northeast quarter	3	127	53	80
			Southwest quarter of southwest quarter	3	127	53	40
			Southeast quarter of southeast quarter	4	127	53	40
171	John Ha-ke-na	1	Lot 4	2	127	53	40
			Southwest quarter of northwest quarter	2	127	53	40
			Northeast quarter of southwest quarter	3	127	53	40
			Northwest quarter of southeast quarter	4	127	53	40
172	Samuel Hey-o-ka	1	East half of southeast quarter	3	127	53	80
			Southwest quarter of southeast quarter	3	127	53	40
			South half of southwest quarter	2	127	53	80
173	William Xi-ya-ka	1	South half of northeast quarter	10	127	53	80
174	Han-ke-du-ta	1	North half of southwest quarter	2	127	53	80
			North half of northeast quarter	10	127	53	80
175	Peter Finier	1	Northeast quarter of northwest quarter	11	127	53	40
			Southeast quarter of southwest quarter	11	127	53	40
			Northwest quarter of northeast quarter	11	127	53	40
			Northeast quarter of northwest quarter	14	127	53	40
176	Samuel Red-day	1	South half of northwest quarter	1	127	53	80
			Northeast quarter of southeast quarter	10	127	53	40
			Southwest quarter of northwest quarter	11	127	53	40
177	David Red-day	1	Southwest quarter of southwest quarter	1	127	53	40
			Southeast quarter of southeast quarter	2	127	53	40
			Southeast quarter of southeast quarter	10	127	53	40
178	Abel Red-day	1	Northwest quarter of northeast quarter	15	127	53	40
			North half of southeast quarter	2	127	53	80
			Southwest quarter of northeast quarter	15	127	53	40
179	Augustus Frenier	1	Northwest quarter of southeast quarter	15	127	53	40
			Southeast quarter of northeast quarter	23	127	53	40



*Schedule of allotments of land in severalty assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, etc.—Continued.*

No. of allotment	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	Acres.	100th.
179	Augustus Frenier.....	1	.....	Northeast quarter of southeast quarter.....	23	127	53	40	.....
180	Michel Paul.....	1	.....	Northeast quarter of southwest quarter and lot 6. South half of southeast quarter.....	6	127	52	76	30
181	Paul Ma-za-ku-te-ma-ni.....	1	.....	Northwest quarter of southeast quarter..... Northeast quarter of southeast quarter.....	11	127	53	40	.....
182	Ma-to-du-da-ban.....	1	.....	Northwest quarter of southeast quarter..... Southeast quarter of northeast quarter.....	14	127	53	40	.....
183	Ple-ca-pe.....	1	.....	West half of northwest quarter..... Southeast quarter of southwest quarter.....	11	127	53	40	.....
184	Thomas K. Simon.....	1	.....	Southwest quarter of southeast quarter..... North half of northeast quarter.....	8	127	52	40	.....
185	I-ya-xa-ma-ni.....	1	.....	Southeast quarter of northeast quarter..... Northwest quarter of southeast quarter.....	14	127	53	40	.....
186	Simon A-na-wang-ma-ni.....	1	.....	Southwest quarter of southeast quarter..... Northeast quarter of southwest quarter.....	13	127	53	40	.....
187	Ma-ka.....	1	.....	Southeast quarter of southwest quarter..... East half of northwest quarter.....	23	127	53	40	.....
188	Hin-po-ra.....	1	.....	North half of northeast quarter, (except one acre upon which is located Ma-ya-San church.) Southwest quarter of southwest quarter.....	8	127	52	40	.....
				Southeast quarter of southeast quarter..... Northwest quarter of northeast quarter.....	25	127	53	40	.....
				East half of northwest quarter..... Northeast quarter of southwest quarter.....	5	127	52	40	.....
				Southwest quarter of southwest quarter..... Northeast quarter of northeast quarter.....	13	127	53	40	.....
				Northwest quarter of northwest quarter..... East half of northwest quarter.....	23	127	53	40	.....
				Northeast quarter of southwest quarter.....	17	127	52	40	.....
				Northeast quarter of southwest quarter.....	17	127	52	40	.....

189	O-ye-wan-ya-ka-pi	1	Southwest quarter of northeast quarter	23	127	53	40
			Southwest quarter of southeast quarter	24	127	53	40
			Southeast quarter of southwest quarter	24	127	53	40
			Northwest quarter of northeast quarter	25	127	53	40
			Northwest quarter of northeast quarter	19	127	52	40
190	Ni-ya-wa-xte	1	Southeast quarter of southeast quarter	23	127	53	40
			Northeast quarter of southwest quarter	18	127	52	40
			Lot 3	18	127	52	38
			Lot 4	18	127	52	38
191	John I-ya-ho-tan-ka	1	South half of northwest quarter	13	127	52	40
			Northwest quarter of southwest quarter	13	127	52	40
			Northeast quarter of northwest quarter	26	127	52	40
192	Wi-ca	1	Southwest quarter of southeast quarter	23	127	52	40
			Southeast quarter of southwest quarter	23	127	52	40
			South half of southeast quarter	18	127	52	40
193	Adam Pa-zi	1	Southwest quarter of northwest quarter	26	127	53	40
			Northwest quarter of southeast quarter	26	127	53	40
			Southeast quarter of northeast quarter	27	127	53	40
194	Ka-xda-tau-ka	1	Northwest quarter of southeast quarter	27	127	53	40
			North half of northwest quarter	27	127	53	40
			Southwest quarter of southwest quarter	22	127	53	40
195	He-sda-tka-wan-ji-dan	1	South half of northwest quarter	27	127	53	40
			East half of northeast quarter	28	127	53	40
196	Can-bde-xka-wan-ji-dan	1	North half of southwest quarter	22	127	53	40
			Southeast quarter of southwest quarter	22	127	53	40
			Southwest quarter of southeast quarter	22	127	53	40
197	Ta-wa-za-kau-du-ta	1	West half of northeast quarter	28	127	53	40
			Southwest quarter of northeast quarter	27	127	53	40
			Northeast quarter of southwest quarter	27	127	53	40
198	Ta-ma-rpi-ro-ta, alias David Grey Cloud	1	Southeast quarter of southeast quarter	22	127	53	40
			Southwest quarter of southwest quarter	23	127	53	40
			Northwest quarter of northwest quarter	26	127	53	40
199	Hin-zi-win	1	Northeast quarter of northeast quarter	27	127	53	40
			Southwest quarter of northeast quarter	22	127	53	40
			North half of southeast quarter	22	127	53	80
200	Wi-can-rpi-wan-yag-ua-ni	1	Northwest quarter of southwest quarter	23	127	53	40
			West half of northeast quarter	36	127	53	80
			Northwest quarter of southeast quarter	35	127	53	40
201	Wi-ca-su	1	South half of southwest quarter	36	127	53	80

*Schedule of allotments of land in severally assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, &c.—Continued.*

No. of allotment.	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	Acres.	100th.
201	Wi-ca-su .....	1	.....	Southwest quarter of northeast quarter.....	4	126	53	40	.....
202	Ta-pso.....	1	.....	Northwest quarter of southeast quarter.....	4	126	53	40	.....
				Lot 4.....	2	126	53	26	77
				Lot 5.....	2	126	53	20	55
				Lot 2.....	3	126	53	34	56
				Lot 3.....	3	126	53	34	56
				Lot 2.....	35	127	53	36	.....
203	Ta-wa-kou ze .....	1	.....	South half of southeast quarter.....	4	126	53	50	.....
				Lot 1.....	9	126	53	20	.....
				Lot 2.....	9	126	53	21	75
204	Na-gi-ku-wa ma-ni .....	1	.....	Northeast quarter of southwest quarter.....	36	127	53	40	.....
205	Henry Roi .....	1	.....	South half of southeast quarter.....	1	126	53	79	96
				Southwest quarter of northeast quarter and lot 2.....	36	127	53	80	.....
				East half of northeast quarter.....	36	127	53	40	.....
				Northeast quarter of southeast quarter.....	31	127	52	40	73
206	Frank Roi .....	1	.....	Lot 3.....	31	127	52	120	.....
				Northwest quarter of northeast quarter and east half of northwest quarter.....	12	126	53	40	.....
207	Ta-tan-ka-ma-za .....	1	.....	Southwest quarter of northwest quarter.....	21	127	52	50	.....
				South half of southwest quarter.....	31	127	52	39	50
				Lot 1.....	31	127	52	40	11
208	Tan-in-yau-hdi-na-jin .....	1	.....	Lot 2.....	20	127	52	40	.....
				Northeast quarter of southeast quarter.....	30	127	52	79	15
				Southeast quarter of southwest quarter and lot 4.....	25	127	53	40	.....
209	Zi-tka-dan-o-ta .....	1	.....	Southeast quarter of southeast quarter.....	31	127	52	40	.....
				West half of southeast quarter.....	6	126	52	36	87
				Lot 2.....	6	126	52	38	12
210	Ti-ni-ya-wa-xte.....	1	.....	Lot 3.....	32	127	52	40	.....
				Southwest quarter of northeast quarter.....	32	127	52	40	.....
				East half of northwest quarter.....	32	127	52	80	.....
				Northwest quarter of southwest quarter.....	32	127	52	40	.....

211	Ske-ca-ko-ya-ke-na.....	1	.....	Southwest quarter of southwest quarter.....	127	52	40
				East half of southeast quarter.....	127	52	80
212	Rau-te-wa-ha-can-ka.....	1	.....	Lot 1.....	126	52	35
				Southeast quarter of northwest quarter.....	126	52	62
213	John Ki-na-jin.....	1	.....	North half of southwest quarter.....	5	126	40
				Southeast quarter of northeast quarter.....	5	126	80
214	Wa-ce-hin-du-ta.....	1	.....	Southwest quarter of southwest quarter.....	5	126	40
				East half of southeast quarter.....	5	126	40
215	Pa-ska.....	1	.....	Northeast quarter of northwest quarter.....	6	126	80
				Southwest quarter of southwest quarter.....	6	126	40
216	O-ya-te-dn-ta-win.....	1	.....	Southwest quarter of southeast quarter.....	8	126	52
				West half of southeast quarter.....	8	126	40
217	Ma-ya-wa-kau-da-te.....	1	.....	Southwest quarter of southwest quarter.....	8	126	52
				South half of northwest quarter.....	8	126	40
218	Ru-pa-co-ka-ma-ya.....	1	.....	South half of northeast quarter.....	5	126	80
				North half of southwest quarter.....	8	126	52
219	I-te-sna-ma-ni.....	1	.....	Southwest quarter of southwest quarter.....	8	126	40
				Northeast quarter of northeast quarter.....	17	126	52
220	Na-pe-du-ta-wiu.....	1	.....	South half of southeast quarter.....	8	126	40
				West half of southwest quarter.....	9	126	52
221	I-to-yan-yan.....	1	.....	Northeast quarter of northwest quarter.....	9	126	40
				South half of northeast quarter.....	9	126	80
222	Solomon Tu-kan-xa-i-ci-ye.....	1	.....	South half of southwest quarter.....	8	126	52
				East half of southeast quarter.....	9	126	40
223	John Wan-i-ya-rpi-ya.....	1	.....	West half of southwest quarter.....	16	126	80
				Northeast quarter, (except one acre in north half of northeast quarter, upon which is located Long-Hollow church.).....	16	126	160
224	Ta-wa-ce-hin-o-ta.....	1	.....	West half of southeast quarter.....	15	126	80
225	I-ce-ca-ra-pe.....	1	.....	East half of southwest quarter.....	15	126	40
226	Ta-o-ki-ya-o-ta.....	1	.....	Northeast quarter of southeast quarter.....	21	126	52
				North half of southwest quarter.....	22	126	80

*Schedule of allotments of land in severalty assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, &c.—Continued.*

No. of allotment	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	Acres.	100th.
226	Ta-o-ki-ya-o-ta	1	1	Southeast quarter of southwest quarter.	18	126	51	40	.....
227	O-wir-ku-dan	1	1	Southeast quarter of southeast quarter.	21	126	52	40	.....
				Northwest quarter of northeast quarter.	19	126	51	40	.....
228	O-ta-i-ca-go	1	1	Northwest quarter of northwest quarter and lot 1.	19	126	51	74	20
				East half of northwest quarter.	22	126	52	80	.....
				Northwest quarter of northeast quarter.	22	126	52	40	.....
229	Wa-ki-ya-wi-ca-kte	1	1	Southeast quarter of northeast quarter.	19	126	51	40	.....
				East half of northeast quarter.	22	126	52	50	.....
				Northwest quarter of southeast quarter.	22	126	52	40	.....
230	He-gi-na	1	1	Southwest quarter of northeast quarter.	22	126	52	40	.....
231	Ta-sin-ta	1	1	Northwest quarter of northeast quarter.	23	126	52	160	.....
				Southwest quarter of southeast quarter.	23	126	52	40	.....
				North half of southeast quarter.	23	126	52	80	.....
232	A-ji-ji	1	1	Northwest quarter of southwest quarter.	23	126	52	40	.....
				South half of southwest quarter.	23	126	52	80	.....
233	Pe-ji-na-sua-na-ni	1	1	Southwest quarter of southeast quarter.	26	126	52	40	.....
				Southeast quarter of southwest quarter.	22	126	52	40	.....
				Northwest quarter of northeast quarter.	25	126	52	40	.....
234	Ma-rpt-ya-ci-qn-da	1	1	Northwest quarter of northwest quarter.	25	126	52	40	.....
				Southeast quarter of southeast quarter.	22	126	52	40	.....
				Northwest quarter of northeast quarter.	27	126	52	40	.....
235	Wi-ca-xta-wa-xto	1	1	Southeast quarter of southeast quarter.	18	126	51	40	.....
				Northwest quarter of northeast quarter.	19	126	51	40	.....
				Southwest quarter of northwest quarter.	26	126	52	40	.....
				Northwest quarter of southeast quarter.	26	126	52	40	.....
				Southeast quarter of northeast quarter.	27	126	52	40	.....
236	He-du-ta	1	1	Northwest quarter of southeast quarter.	27	126	52	40	.....
				Southeast quarter of southwest quarter.	26	126	52	40	.....
				West half of southeast quarter.	26	126	52	80	.....
				Northwest quarter of southwest quarter.	19	126	51	40	.....

237	Wi-cau-rpi	1	South half of northeast quarter.....	26	126	52	80
			Northeast quarter of southeast quarter.....	26	126	52	40
238	Ta-mn-ko-ce-wa-xle	1	Southeast quarter of northwest quarter.....	26	126	52	40
			North half of northeast quarter.....	26	126	52	40
239	Ti-ya-pa-me-ya	1	Southwest quarter of northeast quarter.....	19	126	51	40
			Northwest quarter of southeast quarter.....	19	126	51	40
240	Ta-to-he-ya-ma-ni	1	Northwest quarter of southeast quarter.....	24	126	52	40
			East half of southwest quarter.....	24	126	52	40
241	John Na-ho-ton	1	Southeast quarter of southwest quarter.....	24	126	52	40
242	Ta-wa-kan-hdi-ma-ya	1	Northwest quarter of southeast quarter.....	24	126	52	40
243	I-ta-te	1	West half of northwest quarter.....	25	126	52	80
			Lot 3.....	19	126	51	35
244	Ma-rpi-ya-i-ci-ca win-hu-dan, alias Hon-ry Grey Cloud.	1	Southeast quarter of northwest quarter and lot 2.....	19	126	51	74
			West half of southwest quarter.....	16	126	52	80
245	O-go-ola	1	Northwest quarter.....	35	126	52	160
			Southeast quarter of northeast quarter and north half of southeast quarter.....	34	126	52	120
246	Na-gi-a-do-wau	1	Northwest quarter of southwest quarter.....	35	126	52	40
			Southeast quarter of northeast quarter and southwest quarter of northwest quarter.....	34	126	52	80
247	Wa-kan-tok-tok-ca	1	North half of southwest quarter.....	2	125	52	62
			South half of northwest quarter.....	2	125	52	36
			Lot 3.....	2	125	52	36
			Lot 4.....	2	125	52	47
248	Ma-ya-wa-ku-te	1	Southeast quarter of southeast quarter.....	34	126	52	40
			South half of southwest quarter.....	35	126	52	80
249	I-sbu	1	Southeast quarter of northeast quarter.....	2	125	52	40
250	Hu-ha-zi-zi	1	South half of northeast quarter.....	35	126	52	80
251	Ki-yo-tang-ma-ni	1	Northwest quarter of southeast quarter and northeast quarter of southwest quarter.....	35	126	52	80
			Lot 1.....	2	125	52	80
			Lot 2.....	2	125	52	92
252	John Wan-kan-kan-ye-ya	1	South half of southeast quarter.....	36	126	52	36
			East half of southeast quarter.....	36	126	52	77
			West half of southwest quarter.....	36	126	52	80
			Northeast quarter.....	36	126	52	80
			North half of southeast quarter.....	36	126	52	160
			Northeast quarter of southwest quarter.....	31	126	51	40
			Lot 3.....	31	126	51	37
			Lot 4 and southeast quarter of southwest quarter.....	30	126	51	53
			Lot 1 and northeast quarter of northwest quarter.....	31	126	51	82

*Schedule of allotments of land in severally assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, &c.—Continued.*

No. of allotment.	Name of allottee.	Male.	Female.	Subdivision.	Section.	Town.	Range.	Acres.	100th.
253	Mni-i-cn-wa .....	1	.....	South half of northeast quarter.	6	125	51	80	.....
				Lot 1 .....	6	125	51	36	85
				Lot 2 .....	6	125	51	37	75
254	Joseph Cas-ke-dan .....	1	.....	Southeast quarter of southwest quarter.	1	125	52	40	.....
				Northeast quarter of northeast quarter.	11	125	52	40	.....
255	Joseph Ke-o-ke .....	1	.....	North half of northwest quarter.	12	125	52	80	.....
				Northeast quarter of northwest quarter.	30	125	51	40	.....
				Northeast quarter of southeast quarter.	28	125	51	40	.....
256	Bo-rpa .....	1	.....	North half of southwest quarter.	27	125	51	80	.....
				Southeast quarter of southeast quarter.	20	125	51	40	.....
				Southwest quarter of southwest quarter.	21	125	51	40	.....
257	Ta-wi-ca .....	1	.....	West half of northeast quarter.	27	125	51	80	.....
				Southeast quarter of southwest quarter.	19	125	51	40	.....
				Lot 4 .....	19	125	51	39	30
258	Ta-he .....	1	.....	Northeast quarter of southwest quarter.	19	125	51	40	.....
				Southwest quarter of southeast quarter.	22	125	51	40	.....
				Northwest quarter of northeast quarter.	11	126	49	40	.....
				Lot 1 .....	11	126	49	39	49
				Lot 2 .....	17	127	49	42	40
				Lot 3 .....	17	127	49	42	20
259	Ta-wa-pa-ha .....	1	.....	Lot 2 .....	11	126	49	55	70
				Lot 3 .....	11	126	49	30	10
				Lot 7 .....	19	127	49	55	50
				Lot 8 .....	19	127	49	21	80
260	Ti-kan-gi-dan .....	1	.....	East half of southeast quarter.	9	125	50	80	.....
				West half of southwest quarter.	10	125	50	80	.....
261	Ma-rpi-ya-wa-kon-ze .....	1	.....	West half of northwest quarter.	15	125	50	80	.....
				Southeast quarter of northeast quarter.	15	125	50	40	.....
				Northwest quarter of southeast quarter.	15	125	50	40	.....
262	Louis Deconteau .....	1	.....	North half of northeast quarter.	36	124	51	81	.....
				Southeast quarter of northeast quarter.	1	122	51	40	.....

243	Joseph K. Brown	1	Northeast quarter of southeast quarter.....	1	122	51	40
			Northeast quarter of southwest quarter.....	3	124	51	40
			Lot 1.....	6	124	51	38
			West half of southwest quarter.....	35	125	51	80
			South half of southeast quarter.....	10	124	51	80
			Southeast quarter of southwest quarter.....	10	124	51	40
			Lot 1.....	19	124	51	43
			Southeast quarter of southeast quarter.....	7	124	51	40
			Southwest quarter of northwest quarter.....	8	124	51	40
			Northeast quarter of southwest quarter.....	8	124	51	40
			South half of northeast quarter.....	32	125	51	80
			North half of southeast quarter.....	32	125	51	80
			South half of northwest quarter.....	33	125	51	80
			North half of southwest quarter.....	33	125	51	80
			Northeast quarter of northwest quarter.....	32	125	51	40
			Southwest quarter of northeast quarter.....	4	124	51	40
			Northwest quarter of southeast quarter.....	4	124	51	40
			Northeast quarter of southwest quarter.....	4	124	51	40
			Southwest quarter of northwest quarter.....	16	124	51	40
			Northeast quarter of northeast quarter.....	32	128	53	40
			Southeast quarter of northwest quarter.....	26	127	53	40
			See allotment No. 186.....				
			See allotment No. 222.....				
			See allotment Nos. 35 and 19.....				
			See allotment No. 19.....				
264	Ch'a-to-ta, alias Ma-to-rui-yun-yan	1					
	Agency timber.....						
	Manual-labor boarding-school farm.....						
	Riggs's church.....						
	Sisseton and Wahpeton Indian agency.....						
	School-house, (near Gabriel Renville).....						
	School-house, (Robertson district).....						
	School-house, (Ma-ya-san district).....						
	Church, (Ma-ya-san district).....						
	Church, (Long Hollow).....						
	School-house, (I-a-kap-Ta-pi district).....						
	Ascension church, (I-a-kap-Ta-pi district).....						



WASHINGTON, D. C., *September 25, 1875.*

I hereby certify that the foregoing schedule comprises a complete list of the allotments of land in severalty made by me to heads of families and single persons over twenty-one years of age belonging to the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota Territory; said allotments having been made in pursuance of the provisions of the fifth article of the treaty with the aforesaid bands, concluded February 19, 1867, and instructions from the Commissioner of Indian Affairs, bearing date May 14, 1875.

C. C. ROYCE,  
*Special Agent Interior Department.*

DEPARTMENT OF THE INTERIOR,  
*Office of Indian Affairs, September 30, 1875.*

The foregoing schedule, comprising a list of the allotments of land in severalty assigned to members of the Sisseton and Wahpeton bands of Sioux Indians residing upon the Lake Traverse Indian reservation, in Dakota, made by C. C. Royce, special agent of the Interior Department, under instructions from the Office bearing date May 14 and June 21, 1875, is respectfully submitted, with the recommendation that the same be approved, and that certificates of allotment be issued to each allottee for the lands assigned to him or her respectively.

E. P. SMITH, *Commissioner.*

DEPARTMENT OF THE INTERIOR, *October 1, 1875.*

The foregoing schedule of allotments is hereby approved, and the Commissioner of Indian Affairs will cause a certificate of allotment to be issued to each allottee for the lands assigned to him or her respectively.

B. R. COWEN, *Acting Secretary.*

ALASKA SEAL-FISHERIES.

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L E T T E R

FROM

THE SECRETARY OF THE NAVY,

TRANSMITTING

*A copy of the report of Lieut. Washburn Maynard, United States Navy, on the subject of the Alaska seal-fisheries.*

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JANUARY 5, 1876.—Referred to the Committee on Commerce and ordered to be printed.

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NAVY DEPARTMENT,  
*Washington, December 20, 1875.*

SIR: In compliance with a resolution of the House of Representatives of the 14th instant, I have the honor to transmit a copy of the report of Lieut. Washburn Maynard, United States Navy, on the subject of the Alaska seal-fisheries made by that officer, in compliance with the provisions of an act of Congress approved April 22, 1874.

Very respectfully, your obedient servant,

GEO. M. ROBESON,  
*Secretary of the Navy.*

Hon. M. C. KERR,  
*Speaker of the House of Representatives.*

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THE FUR-SEAL FISHERIES.

*Report of Lieut. Washburn Maynard, United States Navy.*

NEWPORT, RHODE ISLAND, *November 30, 1874.*

SIR: In obedience to your instructions of the 9th of May, assigning me to the duty required by an act of Congress approved April 22, 1874, entitled "An act to enable the Secretary of the Treasury to gather authentic information as to the condition of the fur-trade in the Territory of Alaska," I have been engaged, as far as has been practicable this season, in making the necessary investigation. My attention has been given chiefly to the fur-seal fisheries, as being the largest and most important branch of the fur-trade, and especially to ascertaining whether the terms of the lease from the United States to the company now in

possession of them have been complied with by said company. I have also had opportunity to acquire information in regard to the sea otter trade, and to make an examination of the islands of Saint Matthew and Saint Lawrence, two large islands in Bering's Sea, north of the Prybilov group.

I have now the honor to submit, for your consideration, the following report in relation to those subjects.

I am, sir, very respectfully, your obedient servant,  
 WASHBURN MAYNARD,  
*Lieutenant, United States Navy.*

HON. GEORGE M. ROBESON,  
*Secretary of the Navy,*  
*Navy Department, Washington, D.C.*

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### THE FUR-SEAL FISHERIES.

The Islands of Saint Paul and Saint George, or the "Seal Islands," as they are commonly called, are the principal ones on the Prybilov group; the other two, known as the Otter and Walrus Islands being merely islets. They lie in Bering's Sea, between 56° and 58° of north latitude, and 169° and 171° of west longitude. The former has an area of 33 and the latter of 27 square miles, with, respectively, 42 and 29 miles of shore-line. They are enveloped in summer by dense fogs, through which the sun rarely makes its way, and are surrounded in winter by fields of ice driven down from the Arctic by northerly gales. They have no sheltered harbors, but slight indentations in the shore-line afford a lee for vessels and a tolerable landing-place for boats in certain winds. The shores are bold and rocky, with strips of sand-beach and slopes covered with broken rocks, at intervals between the cliffs, and the interior of both is broken and hilly; neither tree nor shrub grows upon them, but they are covered with grass, moss, and wild flowers. For nearly one hundred years fur-seals have been known to visit them annually in great numbers, for the purpose of bringing forth and rearing their young, which circumstance gives them no inconsiderable commercial importance. The seals occupy the island from the breaking away of the ice in the spring until it surrounds them again in early winter; that is from about the middle of May until December. In mild winters, when there is little or no ice about the islands, a few seals have been seen swimming about in the water through the entire season, but it has rarely occurred. They are not known to haul up on the land elsewhere, within the limits of the North Pacific Ocean, except upon Bering and Copper Islands, lying in Bering's Sea, near the Asiatic coast and Robin Reef, a small rock in the Okhotsk Sea. They certainly go to the southward in the fall, for they are frequently seen at sea, either singly or in schools of several thousands, and are killed in the water all the way from Sitka to the Straits of Fuca. In 1825 fifty-four were taken by the Russians on the Farallones Islands, off the entrance to the bay of San Francisco, but none before or since have been seen there. There seems to be no reason why they cannot remain in the water during the entire time they are absent from the islands, for they eat their food there at all times, and are able to sleep upon its surface.

They may be divided into two classes, the breeding and the non-breeding seals. The former comprise the full-grown males or bulls, the adult females or cows, and the young, or pups; the latter, the young or bache-

lor males, and the yearlings of both sexes. Both classes leave the water and haul up along the shores of the islands near, but entirely separate from each other. They choose certain portions of the shore, to the exclusion of the rest, not all of either class being together, but each into separate communities, which are often several miles apart. The breeding seals occupy the sloping ground between the cliffs, which is covered with boulders and broken rocks, beginning a few feet above high-water mark, and extending back to the depth of from fifty to two hundred feet in a compact, uniform manner. Such spaces are called breeding-rookeries. The non-breeding seals, on the contrary, are scattered over the sand-beaches and the higher ground in rear of the rookeries, without any regular order of distribution. The parts of the shore so used are called "hauling-grounds." Pathways are left open in the rookeries at convenient points to allow the passage of the non-breeding seals to and from their hauling-grounds in the rear.

There are eleven rookeries on Saint Paul's Island, extending, with the adjacent hauling-grounds, over more than one-third of its shore-line, and on Saint George Island five, taking up less than one-tenth of it. They are re-occupied each year, with but little change.

About the middle of May the bulls, which are the first of the breeding-seals to arrive, haul from the water and establish the rookeries in readiness for the cows, who begin to come a little later. It seems probable that the rookeries are occupied by the same bulls and cows from year to year, as they change but little, either in size or form; but it has been proved that the bachelors do not return to the same hauling-ground, or even to the same island. The time of arrival of the cows is governed by their period of gestation, as they do not appear on the rookeries until within a short time of giving birth to their pups; hence all do not come at the same time, but continuously from the latter part of May until the middle of July. The bulls are polygamous, having from five to twenty cows each; so the number of them upon the rookeries is not more than one-tenth that of the cows. They have frequent and bloody fights for the possession and retention of their places upon the rookeries, and of the cows, in which some are killed, others driven from the rookeries, and all more or less badly bitten and gashed by the sharp, curved tusks of their opponents. The cows, even, do not always escape unhurt, as two bulls sometimes seize a cow and literally tear her in two in their struggle for possession.

The cows are continually arriving upon the rookeries and giving birth to their pups until about the middle of July. Usually each cow bears a single pup, though I have been told by persons whose statement I have no reason to doubt, that they have witnessed one or two instances of twins. From the 10th to the 25th of July the rookeries are fuller than at any other time during the season, as the pups have all been born, and all the bulls, cows, and pups remain within their limits.

During the breeding season, nearly three months, the bulls have remained upon the rookeries, never leaving them for an instant, even to procure food.

This fasting, the constant watchfulness necessary to keep their harems together and to prevent the encroachments of other bulls, and the service of the cows, render their position no sinecure. Their emaciated bodies and loose and wrinkled skins at its close are in marked contrast to the fat, sleek-looking cows, for the latter have been constantly going and coming between the rookeries and the water, so that at any one time there are seldom more than one-half of them on shore. About the first of August, the breeding season being over, and the pups, which grow

rapidly, having become large and strong enough to move about, the rookeries begin to lose their compact formation and rigid exclusiveness. The bulls begin to go into the water, their places being filled by the younger males, which up to this time have not been allowed to go upon the rookeries, while the cows and pups spread back over the hauling-grounds in scattered groups, and occupy more than twice the space that had previously held them. Meanwhile the young males or bachelor seals have been coming to the hauling-grounds, which are covered more or less thickly with them all summer. They do not remain on shore long at a time, but haul up to sleep and play for a while, and then return to the water for food. They are so numerous, however, that thousands can always be seen upon the hauling-grounds, as all of them are never either on shore or in the water at the same time. The yearlings, easily distinguished by their size and the silvery color of their sides and bellies, do not make their appearance until the latter part of July, when they arrive in a body, males and females, together. They go upon the hauling-grounds in great numbers, and play together for hours at a time. The bachelors join them in their sport, and, singling out the baby cows, form mimic rookeries, and imitate the roaring, fighting, and caressing of the bulls in a ludicrous manner. In September and October the pups exchange the coat of short black hair, which had been their only covering from their birth, for one of fur, and hair similar in appearance to that of the yearling, and learn to swim, in readiness for their departure from the island in November and December. Many of them are killed by the surf, particularly if the season is a stormy one, as they are not strong enough swimmers to save themselves from being dashed against the rocks by it. The cows remain with their pups, and suckle them until all have left the islands in December. It is probable that of the seals born each year about one-half are males. The experiment was tried of examining one hundred pups taken at random from the rookeries, and in that number the sexes were about equally divided. The number of bachelor seals in proportion to the cows would also seem to confirm the supposition. There is not the slightest perceptible difference in appearance between seals of the two sexes, either in the first or second year after their birth, but as they grow older they differ, so as to be readily distinguishable from each other. The pups when born have only a short black hair, no fur; this is gradually replaced in their first year by a coat of fine, thick fur of a light gray color, and of hair longer than the fur, so as to cover it, of a silvery gray upon their sides and bellies, but black or very dark gray upon their backs. The color of their hair changes, in their second year, to a uniform dark gray. In their fifth year the hair upon the neck and shoulders of the males begins to grow coarser and longer, forming a sort of mane, which increases in length and stiffness until he has attained his full growth, in his eight or ninth year. The females are not found upon the hauling-grounds with the males after they are two years old; hence it seems probable that they go upon the rookeries in their third, and bear a pup in their fourth year. When both are full grown, the sex differ most widely in appearance; the male, weighing from four to five hundred pounds, is about three times as large as the female, has a mane, and is either black or dark brown in color. The color of the female is a soft rich brown upon the back and sides, changing almost to orange upon the belly, and she has no mane. The fur of the cows is rather thicker and finer than that of the other seals, though the skins of young males from three to six years old are not very much inferior.

It is of great importance to know how many seals come annually to the island, or rather to know how many may be killed for their skins without causing a less number to come hereafter than do at the present time. To determine how many there are with accuracy is a task almost on a par with that of numbering the stars. The incessant motion of the animals when on shore, the great variety in size, color, and position, the extent of surface over which they are spread, and the fact that it cannot be determined what proportions of them are on shore at any given time, make it simply impossible to get more than an approximation to their numbers. They have been variously estimated at from one to fifteen millions. I think the most accurate numeration yet made is that by Mr. H. W. Elliott, special agent of the Treasury Department, in 1872. This calculation is based upon the hypothesis that the breeding-seals are governed in hauling by a common and invariable law of distribution, which is, that the area of rookery is directly proportional to the number of seals occupying it. He estimates that there is one seal to every two square feet, of rookery surface; hence the problem is reduced to the simple operation of obtaining half the sum of the superficial areas of all the rookeries in square feet. He surveyed the rookeries of both islands in 1872, when at their greatest limit of expansion, and obtained the following results: Upon Saint Paul's Island there were 6,060,000 square feet of ground, occupied by 3,030,000, and on Saint George's Island, 326,840 square feet, occupied by 163,420; a total for both islands of 3,193,420 breeding-seals. The number of non-breeding seals cannot be determined in the foregoing manner, as they haul most irregularly; but it seems probable that they are nearly as numerous as the other class, which would give not far from 6,000,000 as the number of seals of all kinds which visited the island during the season of 1872.

It is likely that these figures are not far from the truth, but I do not think it necessary to take into consideration the actual number of seals in order to decide the question of how many can be taken each year without injury to the fisheries. The law (discovered by Mr. Elliott) which governs the breeding-seals in hauling, viz, that the size of the rookery varies directly as the number of seals, seems to me, after close and repeated observation, to be correct. All the rookeries, whether large or small, are uniform in appearance, alike compact, without waste of space, and never crowded; such being the case, it is unimportant to know the actual number of seals upon the rookeries, for any change in the number of seals, which is the point at issue, any noteworthy increase or decrease in the size of the rookeries, taken collectively, will show a corresponding increase or decrease in the number of breeding-seals, consequently in the number of pups born, upon which, of course, the extent and safety of the fisheries depends. If, then, a plan or map of each rookery be made every year, showing accurately its size and form when at its greatest expansion, which is between the tenth and twenty-fifth of July, a comparison of them would give the relative number of the breeding-seals from year to year. I will submit with this report maps of Saint Paul's and Saint George's Island, showing the extended location of breeding-rookeries and hauling-grounds from surveys in July, 1874, made by Mr. Elliott and myself, and a map of each rookery on both islands, drawn from careful surveys made by Mr. Elliott in 1872, showing them as they were in the season of 1874 as compared with that of 1872. I respectfully recommend that enlarged copies of these latter maps be furnished to the Government agents in charge of the islands, and that they be required to compare them each year with the respective rookeries, and note the change in size and form, if any exist, upon

them. This, if carefully done, will afford data, after a time, by which the fisheries can be regulated with comparative certainty, so as to produce the greatest revenue to the Government without injury to the seals.

Since 1870 there have been killed on both islands, in round numbers, 112,000 young male seals each year. Whether this slaughter has prevented the seals from increasing in numbers or not, and if so, to what extent, can only be deduced from their past history, which unfortunately is imperfectly known. In 1839 there were fewer seals upon the islands than had ever been seen before since their discovery in 1786. On Saint Paul's there were not more than twelve or fifteen thousand of all kinds. The killing of them was then stopped, and not resumed until 1845, when it was done gradually, and, as had never been the case before, only the young males were killed. The rookeries continued to increase in size until 1857, since which time they have remained about the same, although a less number were killed yearly between 1857 and 1868 than have been killed since. This would seem to show that there is a limit beyond which they will not increase and that this limit has been reached. If they could be under our control and protection at all times, and if a sufficient supply of food for them could be procured, we should doubtless be able to cause them to multiply, for there are more of both sexes born each year than necessary to meet the loss from the natural causes of old age, disease, (unless epidemic,) and accident. But in reality we do not even know where they are for seven months in each year, while we do know that they have deadly enemies, which make sad havoc, particularly among the pups and yearlings, as a single killer-whale has been found to have fourteen young seals in his stomach when killed. Our protection of them can only be partial, that is to say, we can limit the number to be killed, when they are within our reach, and prevent their being disturbed on the breeding-rookeries or driven from the islands. On the other hand, the question arises whether the killing of the number above mentioned has or has not caused a decrease of the seals. Judging from a comparison between the maps of the rookeries, as they were in 1872, and the rookeries themselves this year, and from the testimony of the best-informed men on the islands, both whites and natives, I think it has not as yet. As the young males alone are killed, injury would be effected through them, by not allowing a sufficient number to reach maturity to supply the demands of the rookeries. They do not go on the rookeries until they are at least six years old; hence the effect of the first year's killing cannot be seen until the pups born then have reached that age. For that reason it seems to me that it is too soon to decide whether we are killing too many or not. It is possible that more, even twice as many, might be taken without injury, but it would be making a severe and more hazardous experiment, before any results have been obtained from the first. The number now killed annually is entirely experimental, and we have nothing to start from as a basis. Until the effect produced is satisfactorily shown, I would, therefore, not recommend an extension of the contract as to the number of seals to be killed, until seven or eight years from the date at which the one now existing went into effect, when, if the rookeries have not decreased in size, it can safely be done.

#### THE NATIVES OF THE ISLANDS.

Saint Paul's and Saint George's Islands were uninhabited when discovered by Prybilov in 1786, but in that year, and at various times

since, the Russians transferred a number of Aleuts, with their families, from the island of Unalaska to them. The descendants of these people, together with a few Russian creoles from various parts of the territory are the present native inhabitants of the islands. Their population on the 1st of August was as follows :

Island.	No. of people.	No. of families.	Males.	Females.	Adult males.	Adult females.	Aleuts.	Creoles.
Saint Paul's...	225	62	104	121	72	67	54	171
Saint George's.	123	26	58	65	27	31	22	101

They live in a single village on each island, the one on Saint Paul's situated at the southeastern end, and on Saint George's, on the north shore. They were Christianized by the Russians, and worship according to the forms of the Greek Catholic Church. In disposition they are mild and amiable, and are skillful and faithful workers at their business of taking seal-skins.

Strictly speaking, there is no form of government among them, though their chiefs, elected by themselves, have a certain degree of control, particularly in directing the labors of the sealers. They have a great respect for law and authority, as disobedience to the commands of their Russian rulers was punished with great severity. There have not been many criminal cases or misdemeanors thus far since the transfer of the territory, and none of a serious nature, merely a few cases of assault and petty theft, which were readily settled by the Government agent, assisted by the chiefs. But as the special agents of the Treasury Department, who are the only representatives of the Government at the islands, have not been invested as yet with any governing power, it seems necessary that some means should be provided for securing to all equal protection in the rights of persons and property. This could be accomplished for the present, at least, by giving them authority somewhat similar to that of justice of the peace, making them responsible to the Secretary of the Treasury for the proper performance of that duty, as they are for that of those with which they are now charged. The seals furnish the natives with a comfortable and certain living, their flesh serving them for food, and the taking of their skins bringing substantial income.

#### THE LEASE OF THE ISLANDS.

In June, 1870, Congress passed an act entitled "An act to prevent the extermination of fur-bearing animals in Alaska," which authorized the Secretary of the Treasury to lease to private parties for a term of years the right to engage in the business of taking fur-seals on the islands of Saint Paul and Saint George, under certain specified conditions and restrictions. Therefore the subject was publicly advertised and bids solicited, the privilege to be awarded to the highest responsible bidder. A number of individuals doing business in San Francisco, under the firm-name of the "Alaska Commercial Company," were the successful bidders, and the right was granted to them under the terms of the lease now in force (a copy of which is annexed) for a period of twenty years from the 1st day of May, 1870. The terms were not arranged



and the lease delivered until the 31st day of August, 1870, and the vessels and agents of the company did not reach the islands until the 1st of October. The season allowed by law for killing seals being nearly over, but few were taken that year, (3,448 on Saint Paul's and 5,789 on Saint George's,) but the following and each succeeding year they have taken the stipulated number. When the lease was made, it was erroneously supposed that there were about one-third as many seals on Saint George's Island as on Saint Paul's, and in consequence the number to be taken from each island was fixed at 25,000 and 75,000 respectively. In reality there are only about one-eighteenth as many on the former as the latter, which fact having been clearly shown last year by Mr. Elliott, the apportionment was changed to 10,000 for Saint George's and 90,000 for Saint Paul's, according to the terms of the lease. In consideration of being the only company allowed to take fur-seals upon the islands, the Alaska Commercial Company has agreed to pay a yearly rental for the use of the islands, and a tax or duty upon each skin taken and shipped from them; not to kill more than the stipulated number of seals, and seals of a particular kind; not to molest them upon the rookeries or in the water, and to do nothing which would tend to frighten them from the islands; to provide for the comfort, maintenance, education, and protection of the native inhabitants, and neither to furnish nor to allow its agents to furnish distilled spirits or spirituous liquors to any of the natives.

The company employs on Saint Paul's an agent who has general charge of the business on both islands, three assistants, a physician, a school-teacher, three carpenters, a cooper, a steward and cook; and on Saint George an agent, a physician, a school-teacher, and a cook.

The great work of the season, the taking and curing of seal-skins, begins the first week in June, and is pushed forward as rapidly as possible, as the skins are in the best condition early in the season. This year 90,000 skins were taken on Saint Paul's by eighty-four men in thirty-nine days. The natives do all the work of driving, killing, and skinning the seals, and of curing and bundling the skins, under the direction of the company's agents and of their own chiefs. The first operation is that of driving the seals from the hauling to the killing grounds. The latter are near the salt-houses, which are built at points most convenient for shipping for skins, and all the killing is done upon them, in order not to disturb the other seals, and to save the labor of carrying the skins. The seals suitable for killing (which are the young males from two to six years old) are readily collected into droves upon the hunting-grounds by getting between them and the water, and are driven as easily as a flock of sheep. They move in clumsy gallop, their bellies being raised entirely from the ground, upon their flippers, which gives them, when in motion, the appearance of bears. They are sometimes called "sea-bears" on account of this resemblance. In driving them care is taken not to hurry them, for, if driven too fast they crowd together and injure the skins by biting each other, and also become over-heated and exhausted. They are driven from one-half mile to five miles in from three to thirty-six hours, according to the location of the hauling-grounds. After reaching the killing-grounds they are allowed to rest and cool for several hours, particularly if the drive has been a long one. The drives vary in number from five hundred to as many thousand, as there happen to be few or many seals upon the hauling-ground, where the drive is made. In each drive there are some seals that are either so large or so small that their skins are not desirable, and sometimes a few females are driven up, not often, however, as they

seldom stray from the rookeries. All such are singled out and permitted to escape to the water. The killing is done with a blow on the head by a stout club, which crushes the skull, after which the skins are taken off and carried into the salt-houses. During the first half of the month of June, from five to eight per cent. of the seals in the drive are turned away, being either too small or too large, and from ten to twelve per cent. during the latter half. In July the percentage is still greater, being about forty per cent. for the first and from sixty to seventy-five per cent. for the latter half. About one-half the seals killed are about three years old, one-fourth four, and the remainder two, five, and six. No yearlings have been killed up to the present time, though allowed by the lease, as their skins are too small to be salable in the present state of the trade, but by some trade in it they may become desirable in the future and would then be taken. This would injure the fisheries, because the yearlings of both sexes haul together, and it would be almost impossible to separate them so as to kill only the males. There has been a waste in taking the skins, due partly to the inexperience of the company's agent, and partly to accident and the carelessness of the natives. In making the drive, particularly if they are long on, and the sun happens to pierce through the fog, some of the seals become exhausted and die at such a distance from the salt-houses that their skins cannot well be carried to them by hand, and are therefore left upon the bodies. This was remedied during the last killing-season, by having a horse and cart to follow the drive and to collect such skins. Some skins have also been lost by killing more seals at a time than the force of men employed could take care of properly. Good judgment and constant care are required in taking the skins, as fifteen minutes' exposure to the sun will spoil them, by loosening the fur. Another source of waste is by cutting the skins in taking them off in such a manner as to ruin them. It was very difficult at first to induce the natives to use their knives carefully, and several hundred skins were lost in a season by careless skinning; but by refusing to accept and pay for badly-cut skins, the number has been greatly reduced, so that the loss this year on Saint Paul's was but one hundred and thirty from all causes. The salt-houses are arranged with large bins called kenches, made of thick planks, into which the skins are put, fur-side down, with a layer of salt between each layer of skins. They become sufficiently cured in from five to seven days, and are then taken from the kenches and piled up in books, with a little fresh salt. Finally they are prepared for shipment by rolling them into compact bundles, two skins in each, which are secured with stout lashings. The largest of these bundles weigh sixty-four pounds, but their average weight is but twenty-two. The smallest skins, those taken from seals two years old, weigh about seven pounds each, and the largest, from seals six years old, about thirty.

The skins are counted four times at the island, as follows: By the company's agent and the native chiefs when they are put into the salt-houses, the latter given in their accounts, after each day's killing, to the Government agent; again when they are bundled by the natives, who do the work, as each is paid for his labor by the bundle; by the Government agents when they are taken from the salt-houses for shipment, and the fourth time by the first officer of the company's steamer, as they are delivered on board. An official certificate of the number of skins shipped is made out and signed by the Government agents in triplicate, one copy being sent to the Treasury Department, one to the collector at San Francisco, the third given to the master of the vessel in which they are shipped. The amount of the tax or duty paid by the

company to the Government is determined by the result of a final counting at the custom-house in San Francisco. The books of the company show that it has paid into the Treasury, since the date of the lease, \$170,480.45 on account of the rental of the islands, and \$1,057,709.74 tax on seal-skins, which sums also appear in those of the Treasury Department. The latter sum is less by \$16,458.63 than the tax that should have been paid had one hundred thousand skins been taken each year since 1870, or, in other words, 6,269 fewer skins have been shipped than the lease permitted. The record kept at the islands, by both the Government's and company's agents, shows that in 1871 but 19,077 skins were on St. George's, instead of 25,000, the number allowed, and that nearly every year since, the number shipped has fallen a little short of 100,000.

In addition to the seals killed by the company for their skins, about twelve thousand are killed annually, under the direction of the Government's agents, to supply the natives with food. Between seven and eight thousand of these are pups, killed in November and scattered for consumption during the winter, when there are no seals on the islands. The remainder are bachelor males, killed between the months of April and November, at times when none are being killed by the company. The skins of the pups are too small and inferior to be salable, but are tanned and used by the natives for robes, carpets, &c. Those taken from the others are good, except those taken in August and September, when they are "stagey," and are accepted by the company and counted as a part of their quota. The seals shed their coat of hair and get a new one between the months of June and October. Skins are said to be stagey when the hair of the new coat has not grown long enough to project beyond the fur, and are consequently injurious to it, as they cannot be plucked out. No use is made of the carcasses of the dead seals, which are left on the killing-grounds, to be decomposed and dispensed by the action of the elements. It was thought at first that a large amount of valuable oil could be obtained from them, and the company agreed to pay a tax of fifty-five cents a gallon for all that should be shipped or sold, but after making about eight thousand gallons in 1871-'72, it was found that the cost of making and shipping it to San Francisco was greater than the price it brought there, so no more has been made since and none has ever been shipped. The tax was taken off last year and the company simply required to pay to the natives ten cents per gallon for their labor in making the oil, but during the sealing-season the entire working-force of the natives is fully occupied in taking the skins, and after it is over they are unwilling to do the work of trying out oil from the carcasses, for, as they say, they make money enough by sealing. They do, however, make a few gallons for themselves yearly, which they use for burning. Care is taken to prevent molesting or frightening the seals; no dogs are allowed upon the islands, and the use of fire-arms is prohibited except in winter. It has been asserted that the sight of blood and the sight of the killing of their companions has a tendency to drive them away from the islands, but the experiment has been tried of fastening tallies to numbers of the seals which are turned away from the killing-grounds, and always with the result that the same seals have been found upon the beach and driven again within a day or two. Moreover, there is a breeding-rookery within sight of the killing-grounds on Saint Paul's, and but a short distance from them, which has been increasing in size for several years.

## TREATMENT OF THE NATIVES BY THE COMPANY.

The lease requires that provision be made by the company for the comfort, maintenance, education, and protection of the native inhabitants of the islands.

The natives do all the work of taking and curing the seal-skins, for which they are paid by the company forty cents a skin. This produces each year a fund of \$40,000, which is divided between the inhabitants of the two islands, according to the number of skins taken from each, which gives \$30,000 to the people of Saint Paul, and \$10,000 to those of Saint George. In addition to this, they are paid forty cents apiece for sea-lion skins, ten cents for their throats, and \$5 a barrel for their intestines. As this sum is earned by the joint labor of all the able bodied men, it is considered a common fund, to be divided equitably among them. Payment is made for all other labor to each individual performing it at established rates. In dividing the sealing fund, the ability of the sealers is considered, and the division made accordingly. Thus the strongest and most skillful men, who work the entire season, receive a first-class share. Those who are less skillful, and the old men who are unable to do the harder part of the work, receive second and third shares, while the boys who take part in the sealing for the first time, receive a fourth-class share. The assignment of shares is made by the chiefs and acquiesced in by the others. Each year, after all the skins have been taken, the chiefs furnish the company's agents with a list of the men who have been engaged in sealing during the season, and the share assigned to each. The second, third, and fourth class are respectively ninety, eighty, and seventy per cent. of the first-class share. Two first-class shares are voluntarily given for the support of the church, and one for that of the priest. The value of the shares varies a little from year to year, with the number of men engaged in sealing. This year (1874) it was for each, respectively, \$429.53, \$368.58, \$343.62, and \$300.63. The result of the division is formally made to the people by the company's agents, through the chiefs and in the presence of the Government's agents. These sums are not paid at the time to the natives, but are placed to their credit in the book of the company and in pass-books which are furnished to each man. All other labor is paid for in coin when performed, at the rate of from 6 to 10 cents an hour, according to the nature of the work, except that of bundling skins, which is at the rate of one cent a bundle. The first chief is paid a monthly salary of \$15, and each of the others, three in number, are of \$10, in addition to their shares of the sealing-fund. Other natives, men and women, employed throughout the year in other capacities, receive from \$4 to \$30 a month and board.

Clothing, provisions, and other articles are kept in the company's store-houses on the island, and are sold to the natives at prices not exceeding those for which the same could be bought at retail in San Francisco. I examined the goods and found them to be of good quality. The people have but little idea of economy, and would spend all their money in a short time for certain articles of which they are fond, hence it is necessary to limit their sale, such as butter, sugar, and perfumery. They are encouraged to save money by the company, which receives deposits from them, subject to the usual rules of "savings banks," and pays an interest of nine per cent. per annum. Deposits range from \$100 to \$1,100. The church has a deposit of \$8,000. Some are in debt to the company, but become less so every year. Such as are without means of support, widows, and orphan children are supported by the company.

The natives live partly in "harabbakies" or earth-houses, and partly in comfortable frame houses. Thirty of the latter have been built within the last two years by the company, and given rent free. Others are being built as rapidly as possible, it being the intention of the company to give each family a house. The lease requires the annual delivery upon the island of sixty cords of fire-wood, and twenty-five thousand dried salmon, for the use of the natives; but, with the consent of the Secretary of the Treasury, coal, ton for cord, has been substituted for the former, and an equivalent quantity of salted salmon and cod-fish for the latter. Both have been regularly supplied, as shown by the receipts of the Government agent and the statements of the natives, together with as much salt and as many barrels as has been desired for curing and storing their seal-meat.

Two physicians are in the employ of the company, one residing on each island, who are charged with the care of the sick, and have already, by their efforts, seconded by the example of the other white residents, induced greater cleanliness and a more healthful mode of living among the natives.

The education of the native children has not been neglected, though so far the attempt to teach them has not been as successful as could be desired. For each island a competent teacher, a convenient and well-warmed school-room, and a supply of school books, &c., have been provided every year from the first of October until the first of June, but the difficulty has been to induce the parents to send their children, as they do not think them able to learn both English and Russian, and as the latter is the language of their church they consider it the most important. The average attendance at the school on Saint George's has been but five or six, while there are from thirty to forty children, and on Saint Paul's but four or five, with from forty to fifty children. Last year on the latter island there was a better attendance, and the children made considerable progress. The prejudice of the older people seems likely to wear away, as they learn a little English themselves from constantly hearing it, and will doubtless disappear after a time.

The company has wisely adopted a fair and liberal policy in its dealings with the natives, and is more than repaid for the expense incurred by the increased ease and rapidity with which they work while taking skins. I examined carefully the books and papers of the company, both at its office in San Francisco and upon the island; also the record kept by the Government agents, and talked privately with the most intelligent of the natives, but was unable to discover that there has been any fraud practiced toward the Government, or want of compliance with the terms of the lease.

The natives keep a jealous watch upon the seals, being fully impressed with the fact that their welfare depends upon the safety of the fisheries, and are well informed in regard to all laws and contracts which have been made by the Government concerning them.

#### THE SEA-OTTER.

During the Russian occupation of Alaska Territory the trade of sea-otter skins was of greater value and importance than any other branch of the fur-trade, both from the high prices obtained for them and also from the numbers which were taken. They were sent to China, where they were advantageously exchanged for tea and cloth. One sea-otter skin brought as much as ten seal-skins, and from ten to twenty times as much as any other skins found in Alaska. Fur-seals, beavers, and

foxes were the only animals taken in greater numbers. The demand for this fur and the improvident manner of taking the animals have greatly diminished their numbers, though the value of the skins is perhaps even greater than formerly.

In early times sea-otters were found along the outer sea-coast from California to the westernmost of the Aleutian Islands, also about the Prybilov group, and Cook mentions having seen a few of them at Saint Matthew's Island. It does not appear that they have ever been found on the coast of the main-land, north of the Alaskan peninsula. They were more abundant along the coast of the Aleutian Islands and along the coast as far as Sitka. South of that point they were less numerous and were taken mostly from Queen Charlotte's Islands, Grey's Harbor, fifth north of the Columbia River, and the coast of California in the vicinity of Russian River. For more than a century they have been hunted almost incessantly, and killed without regard to age or sex, wherever found, yet they still frequent some of their favorite haunts, though in comparatively limited numbers. At the present time a few of them are killed at Grey's Harbor, by white hunters and Indians; and along the coast to the northward as far as Cook's Inlet, by the Indians, but they are very scarce.

The Aleutian Islands and those south of the Alaska peninsula, including Kodiak, are the only places where any considerable numbers are found. The yearly catch averages about 3,500, of which from 400 to 500 are from Kodiak and that vicinity, and the remainder from the islands to the westward of these. About one-twentieth are prime skins, one-sixth pups, less than one year old, and the rest middling and ordinary. The finest are taken near Otter Island, the most westerly of the Aleutians, and Kodiak; the greater number about Leanak Island and the "Chenabour Rocks."

The full-grown animal is from three and one-half to four feet long, exclusive of the tail, (which is from a foot to fourteen inches long,) and is in the shape of its body something like a beaver; the head is rather small and the nose pointed, with whiskers on each side like the sea-lion and seal, but shorter and fewer in number. Their legs, four in number, are short and small, and the toes are connected by a membrane. The skin is very loose upon the body; so much so that by seizing it about the middle of the back a foot or more of slack may be taken up, and when taken off, dried, and slightly stretched, it is from seven to nine feet long. The male rarely weighs more than seventy or seventy-five pounds, and is slightly larger than the female, though the latter has usually the best fur. It is very difficult to ascertain their habits, as they frequent the most exposed and dangerous portions of the coast and seldom go upon the land; but most of the hunters agree to the following facts concerning them:

They are rarely seen on shore except in winter, when they sometimes haul in great numbers on outlying rocks, particularly after a severe gale, when there is a heavy surf. During the summer they go several miles off shore, and are sometimes seen sleeping upon the kelp or on the water. They breed apparently either upon the kelp or in the water, as there has never been an instance observed of a female giving birth to her young on the land. The young are about twelve inches long, and are believed to suck until one year old. They reach their full growth in about from three to five years. They are covered with a coarse hair of a mixed, gray, yellow, and brown color, (mostly gray upon the head, neck, and belly,) until six months old, when this is gradually replaced by a black fur. The mother, when swimming, carries her pups

between her paws, and sleeps on the water on her back, holding them in the same manner. The food of the sea-otter consists of shell-fish, such as the ray or clam, crabs, and sea-urchins, and probably kelp. They obtain a shell-fish by diving, often in fifteen fathoms of water; and after bringing them to the surface, crush their shells between their claws and breast. They are often seen playing together, but never fighting; though when wounded it is almost impossible to catch them with the hands, as they bite severely and are so lithe and supple that it is difficult to prevent their doing so. Their flesh is eaten by the natives, and is considered better than that of the fur-seal, though inferior to the sea-lion's. They are strong, swift swimmers, swimming even against a gale of wind with considerable rapidity, and nearly always upon their backs, propelling themselves with their hind-legs. Their fur is considered equally good at all seasons; hence they are hunted throughout the entire year.

The method of taking them varies with the season and locality. In summer they are usually killed in the water with spears or caught in nets, and in winter are either shot while swimming in the surf or clubbed upon the rocks. They are very shy and keen of scent, which necessitates the greatest care on the part of the hunter while hunting them. They do not build fires or even light their pipes with the wind in a certain direction, and sometimes go without a fire for six weeks at a time in winter.

In taking the sea-otters with spears the hunters assemble with their baidarkies or skin-canoes in parties of fifty or more, each baidarkie carrying two men, one to paddle and the other to use the spear. They then go off shore sometimes twenty miles, and watch quietly for an otter to show his head above water, which he no sooner does than the men in the nearest baidarkies paddle swiftly toward him, shouting and throwing their spears. This frightens the animal, causing him to dive. As soon as he disappears the nearest baidarkie goes to the spot where he went down and remains there, while the others form a large circle about it and wait for him to re-appear. This he does in from fifteen to thirty minutes, usually inside the circle, and the foregoing operation is quickly repeated, so as not to give him time to recover his breath. This is kept up until the otter becomes so much exhausted and out of breath that he can only remain under water for a minute or two, and must finally come up near enough to one of the baidarkies to be easily speared. The skin belongs to the hunter whose spear is nearest the head. This method of hunting is common to the natives of all the islands, but the hunters of the island of Atka are the only ones who catch them in nets. The nets used are made of twine, usually about fourteen feet by eight, though sometimes as large as one hundred and twenty feet by ninety. They are spread on top of a bed of kelp, and the ends anchored with heavy stones. The otters at certain times go upon the kelp to sleep, and in moving about upon it become entangled in the meshes of the net and are then easily killed by the hunters. As many as six have been caught at one time in a single net. When caught in this way they do not struggle and try to break away, though it would seem an easy matter for so powerful an animal. But sea-lions sometimes get in the nets and break them all to pieces. The natives of Atka have always hunted this way, but those of the other islands have never done so. At the island of Laenack in the winter during a severe northwest gale, especially if it occurs immediately after a southeaster, the surf is very heavy and the otters haul up on the rocks to get out of it. At such times, as soon as the gale begins to abate the hunters go out in their baidarkies, and by keeping to

the leeward are able to land upon the rocks, creep up to the otters and kill them with clubs. If care is used to make no noise and to kill the ones to leeward first, they are frequently able to take all of them. Seventy-eight were killed in one morning by three men a few years ago, and it is not unusual to get from ten to thirty. It is not very often, however, that these opportunities for clubbing them occur. They are also killed with fire-arms in winter from the shore while swimming in the surf and in summer from boats. The older hunters are very much opposed to this method of hunting, as they say it drives away the otter, and that being easier than spears the young men practice it and neglect to learn the use of the spear.

The value of the skins depends upon the length, fineness, and color of fur; those which have long, thick, fine fur, of a rich glossy, black color, tipped with silvery gray, are the most highly prized. Inferior ones have coarser fur and reddish-brown in color. Some have been taken with fur as coarse as the hair of the sea-lion, similar in color. Spotted and striped skins have also been found, but rarely.

The skins of pups less than one year old are unsalable, on account of their mixed color and lack of fur, but some of the finest are taken from those between one and three years of age.

Sea-otters are constantly becoming less numerous in the waters of Alaska Territory, from three causes: the killing of females and pups less than a year old, the incessant harassing caused by hunting them from year to year without intermission, and the use of fire-arms. About one-half the number killed each year are females, and one-sixth pups, too young to be of any value. The killing of females works a double injury, for, if they have young less than six months old, the killing of the mother causes the death of the pup.

It would contribute largely to the preservation of the sea-otter life if they were allowed to remain undisturbed, either for three or four months each year throughout the entire region frequented by them or for two or three years at a time in certain portions of it. Either plan would give them an opportunity to rest and breed. The use of fire-arms in hunting them should also be discontinued. Though simple in theory, it would be difficult in practice to afford this protection, as the extent and character of the sea-otter district, and the competition between both traders and hunters, would render the enforcement of any laws which might be made for the purpose no easy matter.

#### THE ISLANDS OF SAINT LAWRENCE AND SAINT MATTHEW.

These two large islands, lying in Bering's Sea are a part of the territory purchased from Russia by the United States. Though discovered and named by Bering in 1728-'41, and repeatedly visited since by explorers, traders, and whalers, so little had been put on record concerning them, that no correct idea could be formed of their character and value. Their comparative unimportance is probably the reason for this.

The larger of the two, Saint Lawrence, lies first south of Bering's Straits, in latitude (its southwest point)  $63^{\circ} 23' N.$ , and longitude  $120^{\circ} 35' W.$  It is about ninety miles long, and has an average width of 15 miles. The surface is irregular and broken, consisting of hills connected by low, flat plains, which are but a few feet above the level of the sea. Both the ranges of hills and the low land extend entirely across the island from north to south; hence, when approached from either direction, the latter are not seen at first, and the land has the appearance



of being several separate islands. Captain Cook, who discovered it in 1778, was thus deceived, and as he did not sail near enough afterward to discover his mistake, gave the supposed group the name of Cleak's Islands. There are no harbors, but good anchorage can be found at several points, with from six to eleven fathoms of water, in light weather or when the wind is from the land. It is covered in summer with grass, moss, and flowers, and in places a creeping willow grows, but neither trees nor shrubs of any kind. There are several lagoons, and numerous fresh-water ponds, fed by small streams from the hills, are distributed over the plains. The greater part of the shore-line is a low sand-beach; but at the southwestern end of the island, and at several points on the northern shore, it rises into almost perpendicular cliffs, from one to three hundred feet high. Those at the southwestern end present a singular appearance when viewed from the water. The beating of the surf and the action of the frost have broken up and worn away the material of which they are composed, (talcoose slate,) leaving needles or spires, some of them a hundred feet in height, standing out several yards from the cliff. Deep cracks or fissures, extending from top to bottom, have also been formed in the cliffs, which are filled from the water's edge with solid masses of snow, (although it was in the month of August we saw them,) beautifully colored in many places by bird-guano and reddish substance in the rock. The hills are composed principally of granite, and present everywhere rounded outlines, very different from the sharp edges and points seen on the volcanic islands to the southward. The island is inhabited by Esquimaux, who resemble closely those found on the midland between Bristol Bay and Holzebun Sound. They live in four widely-spread villages, situated near the extremities of the island. One of the men seen by us could speak a few words of English, and all could say "yes" and "tobacco;" but none of them understood Russian or Aleut, though their language seemed similar to that of the "Kodiac-Aleuts."

The total population is between 150 and 200 souls. The men are tall and straight, without hair upon their faces except a slight moustache and a few scattered hairs upon the chins of old men. They have black hair and eyes, and their complexion is of a very light copper color.

Their dress consists of a kind of a shirt, reaching half way to the knee, made in some cases of tanned reindeer-skin, and in others of bird-skins, (feathers outside.) It fits closely around the neck, and has a hood that can be drawn over the head, lined with the fur of dogs and foxes, or with bird-skins. It is confined at the waist by a belt, from which hang a sheath-knife and a skin tobacco-pouch. Their breeches are made of tanned hair-seal skin, fitting the legs closely, and tied at the ankle with leather strings. They wear on their feet a kind of a moccasin made of seal-skin, with a sole of walrus-hide. The dress of the women is somewhat different. Their upper garment is made of the intestines of the walrus, neatly sewed together, and is similar in shape to that of the men, but longer, and worn without a belt. Beneath this they wear short drawers, reaching only to the knee, made of tanned seal-skins. Instead of moccasins they wear a sort of boot, the legs of which are made of either the throat or intestines of the walrus, and the sole of walrus-hide. Most of the men shave the crown of their heads, leaving only a rim of their hair, about an inch wide, entirely around the head. The women do not cut their hair, but part it in the middle, and wear it in two braids with strings of beads intermixed. Their foreheads, cheeks, chins, and arms are tattooed in various devices with a light blue pigment of some kind, and the ears of some have little notches cut in them. None of the

men are tattooed, but many wear little strings of beads in their ears. Their countenances are bright and rather intelligent, and both men and women are lively and talkative. Their habitations are of two kinds, being designed for summer and winter occupation. The summer houses are portable, and are evidently shifted from place to place. They are about fifteen feet square and six feet high, and consist of light framework of wood covered entirely, sides, ends, and roof, with dried walrus-skins. The roofs have a very low pitch, and slope slightly to the rear. The interior of one which we entered was divided into three nearly equal spaces, by logs of drift-wood laid upon the ground in two parallel lines. The two outer ones were covered with skins and used for sleeping-places. There was a fire built between several large stones, burning near the center of the house, about which were their cooking-utensils, consisting of two sheet-iron kettles and several wooden bowls. The latter were used for boiling water by throwing into them heated stones. They had also platters and smaller bowls neatly made of wood. Hanging about, in various parts of the hut, were reindeer and hair-seal skins, skins of wild geese and ducks, walrus and whale meat, bladders of oil, articles of clothing, and numbers of smoked fish; also, their weapons, which are long wooden spears, with coarse iron points, bows and arrows, knives, and a few smooth-bore muskets. They seemed to have but a small supply of ammunition for the latter, as they used small stones for bullets, though they had a few buckshot. Their only tools are their knives and small adzes made both of walrus-ivory and iron. Yet they make the frames of their boats and wooden vessels with great nicety. There were fourteen people living in this house, five men, six women, and three children. They seemed hospitably disposed, inviting us to enter their house, and offering us boiled fish and whale's meat. Their winter house, which was near the other, was built under ground, (the roof only appearing above the surface,) and showed great attention to comfort in its construction. It was rather larger, and square in form, with a dome-shaped roof. The sides were walled with wood, and had a raised bunk extending around three of them. The floors were also of wood. The roof was thickly covered with earth and turf, except a small round hole in the center, left open to supply air, light, and a passage for the smoke, but which could be closed by a wooden shutter on the inside. The entrance to the house was through a square hole in the ground at a distance of several yards from the house, but connected with it by a narrow underground passage. This house contained the greater part of their possessions, consisting of sleds, snow-shoes, boat-frames, paddles, fish-spears, and larger ones for killing the walrus and whale; household utensils, walrus-tusks, strung together with pieces of hide, and various toys evidently made for the amusement of the children. The sleds were made of wood, with short, solid runners, shod with bone, and all their parts were lashed together with strips of walrus-hide. The snow-shoes consist of an oval form of wood about two feet by eight inches, with strips of hide stretched across. Near the winter house were *caches* of oil and walrus-meat, doubtless intended for a supply of food for the coming winter. Their boats are from twenty to thirty feet long, sharp at both ends, and from three to four feet wide across the gunwale. The frames are made of wood without nail or pin, but neatly and firmly fastened with lashings of whale-bone; over them walrus-skins, cut to the proper shape and sewed together with a water-tight seam, are stretched smoothly and lashed to the gunwale with strips of hide. They are propelled both by paddles and oars, and a small sail is hoisted when running before the wind.

The people were anxious to trade for tobacco, needles, guns, and ammunition, offering in exchange walrus ivory, hair-seal skins, articles of their clothing, oil, and whalebone; they all begged for tobacco, but did not seem to know or care about spirits. Their principal trade is with the natives of the neighboring Asiatic coast, distant only sixty miles from the western end of Saint Lawrence, who supply them with reindeer, marmot, and other skins, in return for boats, frames, and other wooden articles. There is no wood growing upon the island, but an abundance of drift-wood from the river Yukon is deposited along its eastern and southern shores. The only animals seen by us upon the island, beside the dogs belonging to the natives, were walruses, blue foxes, and lemmings, though polar bears must sometimes come from the Arctic, on the ice, as we saw several of their skulls up near a village. Hair-seals are found about the island, but neither fur-seals nor sea-lions were seen, or anything indicating that they ever come there. Water-fowls of many different species and in great numbers frequent it in summer, and are caught by the natives in large nets made of strips of walrus hide. These are stretched on poles at points most favorable for catching the birds, which, in flying about, strike against the nets and become entangled in their meshes.

Trout are found in the streams, and a species of white-fish in the ponds.

At best it is a most barren and most unprofitable piece of land. It is probably never entirely free from snow, for though the winter of 1873-'74 was unusually mild, and the spring an early one, yet there was much snow upon the hills in August; and a northerly wind reduced the temperature to  $34^{\circ}$  + Fahrenheit. It is surrounded by ice from October till June, and in the summer months the dense fogs which prevail most of the time render it difficult to approach. There is a group of three small islands called "Poonook," lying about six miles southeast from the southeastern point of the eastern end of Saint Lawrence, which are easily distinguished by two small cone-shaped hills upon the largest. There was a winter house upon that island, not occupied at the time, though the effects of the natives were in it, and there were several *caches* of oil near by.

The Russian chart of the island is incorrect, both in the shore-line and position of reefs. I respectfully submit with this report a chart, in which such errors are corrected, as far as was possible, and giving some additional surroundings and hydrographic information.

#### SAINT MATTHEW'S ISLAND.

About two hundred miles south-southwest from Saint Lawrence is the island of Saint Matthew, which is much smaller, and uninhabited. Bering discovered it in his voyage to the American coast, 1741, and thirty-seven years later it was rediscovered by Cook, who gave it the name of Gore's Island, but the name it now bears, given by Bering, has been retained. Its greatest length, which is from southeast to northwest, is miles, its width from one-half to four miles, and its area square miles. Its northern shore is nearly straight, except at the northwestern end, which curves to the northward, but the southern is indented by numerous small bays and coves. Nearly two-thirds of its shore-line consist of rocky cliffs, which rise almost perpendicularly from the sea, in heights varying from fifty to sixteen hundred feet, and the remainder of low gravel-beach. The surface of the island is divided in about the same proportion into broken and hilly sections, connected by low, level

plains. The southeastern end terminates in three converging ridges, which, on the land side, slope gradually to the plains, but to seaward rise abruptly from the water, forming a continuous wall of solid rock from three to fifteen hundred feet high, to which Cook gave the name of Cape Upright. At a distance it appears to be separated from the rest of the island, but is joined to it by a neck of low land from one-half to three-quarters of a mile in width and about three miles long. On the south shore, about nine miles northwest from Cape Upright, there is a steep conical hill, 1,520 feet in height, and on the north shore, near the northwestern end, is a bluff 1,670 feet high. These three elevations are visible from nearly every part of the island, and are excellent landmarks. The action of moving ice in changing the surface of the land is beautifully shown in many parts of the island. Its vegetation comprises several species of grass, flowering plants and moss, wild wheat, and the creeping-willow. The rocks in many places are covered with a black luster of a leathery texture, and insipid. There are several large lagoons and a great number of small ponds of fresh water. Springs of clear, cold water burst out among the hills, and small streams, which either flow into the ponds or fall over the cliffs into the sea. These streams are filled with brook-trout from six to eighteen inches long, beautifully colored and spotted, but no fish were caught in the pond.

The only animals found were the white or polar bear, the walrus, the hair-seal, blue fox, and lemming. These bears were probably brought there on ice, but whether they go and come during the winter or remain upon the island at all times we had no means of determining. Whalers and others who have been upon or passed near it at different times say that they have always seen bears. They were quiet numerous, sixteen having been counted at one time from the deck of our vessel, and tracks made by them lead to shallow holes or beds, upon the tops of the highest hills, where it is probable they breed, as there are neither caves or holes of any kind upon the island. The females were accompanied by their cubs, from one to three in number, which were (in August) about one-third grown. They feed upon grass and roots, grazing along the banks of the stream like cattle; also upon the flesh of the walrus and hair-seal, and birds and their eggs. They were not at all fierce, and showed no disposition to attack, even though wounded, but in every instance ran at the approach of man. We shot a number of them, and found their flesh very good eating. The largest one, a full-grown male, measured eight feet from the end of the nose to the tail, and twenty-four inches around to fore-leg, after being skinned. We had no means of weighing him, but his weight could not have been much less than fifteen hundred pounds. They are good swimmers, swimming usually with their heads above water, though they can dive and swim for some distance entirely submerged. Neither fur-seal nor sea-lion breed upon the island or haul up along its shores, and there is nothing to indicate they have ever done so, but this is explained by the character of the beaches and the presence of so many bears. The cliffs are occupied in summer by millions of birds, shags, gulls, sea-pannotts, murries, chulskies, and in and about the pond were eider-ducks, Canada geese, plovers of several kinds, curlew, large blue cranes, and burgo-master gulls. There is a small island two and one-half miles north-northwest from the northwestern end of Saint Matthew, called "Hall Island," which is about six miles long and three wide. It is high and rocky, except at the southern end, where it terminates in a comparatively low point, and is a favorite resort of bears and walruses. About seven miles west-southwest from Cape Upright, at the opposite extremity of

Saint Matthew's, and three and one-half of the nearest point of its southern shore there is a lofty-rock, three-quarters of a mile long and one-tenth wide, which rises perpendicularly from the sea to the height of 1,200 feet. Its upper edge is broken into numerous sharp points resembling pinnacles, from which circumstance it has been called "Pinnacle Island." It is doubtless a volcano, as a deep and wide fissure extends from top to bottom, in the direction of its length, the sides of which are blackened as by fire; and it is noted in the log of the United States revenue-cutter "Reliance" that, in July, 1870, while passing near Saint Matthew to the southward this rock was seen to be in a state of violent eruption.

The climate is similar to that of the Prybilov islands, though probably somewhat colder in winter.

I respectfully submit a chart of the island, drawn from a survey made by Mr. H. W. Elliott and myself, which gives its form, extent, and general topography.

This indenture in duplicate, made this 3d day of August, A. D. 1870, by and between William A. Richardson, Acting Secretary of the Treasury, in pursuance of an act of Congress approved July 1, 1870, entitled "An act to prevent the extermination of fur-bearing animals in Alaska," and the Alaska Commercial Company, a corporation duly established under the laws of the State of California, acting by John F. Miller, its president and agent, in accordance with a resolution at a meeting of its board of trustees, held January 31st, 1870, witnesseth:

That said Secretary hereby leases to the said Alaska Commercial Company, without power of transfer, for the term of twenty years from the 1st day of May, 1870, the right to engage in the business of taking fur-seals on the islands of Saint George and Saint Paul within the Territory of Alaska, and to send a vessel or vessels to said island for the skins of such seals.

And the said Alaska Commercial Company, in consideration of their right under this lease, hereby covenant and agree to pay, for each year during said term and in proportion during any part thereof, the sum of \$55,000 into the Treasury of the United States in accordance with the regulations of the Secretary to be made for this purpose under said act, which payment shall be secured by deposit of United States bonds to that amount, and also covenant and agree to pay annually into the Treasury of the United States, under said rules and regulations, internal-revenue tax or duty of \$2 each for seal-skin taken and shipped by them in accordance with the provisions of the act aforesaid, and also the sum of 60¢ cents for each fur-seal skin taken and shipped, and 55 cents per gallon for each gallon of oil obtained from said seals, for sale in said island or elsewhere, and sold by said company; and also covenant and agree, in accordance with said rules and regulations, to furnish, free of charge, the inhabitants of the islands of Saint Paul and Saint George annually during said term 25,000 dried salmon, 60 cords fire-wood, and a sufficient quantity of salt and a sufficient quantity of barrels for preserving the necessary supply of meat.

And the said lessees also hereby covenant and agree during the term aforesaid to maintain a school on each island, in accordance with said rules and regulations and suitable for the education of the natives of said islands, for a period of not less than eight months in each year.

And the said lessees further covenant and agree not to kill upon said island of Saint Paul more than seventy-five thousand fur-seals, and upon the island Saint George not more than twenty-five thousand fur-seals per annum; not to kill any fur-seal upon the islands aforesaid in any other month except the months of June, July, September, and October of each year; not to kill said seals at any time by the use of fire-arms or means tending to drive said seals from said islands; not to kill any female seals or seals under one year old; not to kill any seal in waters adjacent to said islands, or on the beach, cliffs, or rocks, where they haul up from the sea to remain.

And the said lessees further covenant and agree to abide by any restriction or limitation upon the right to kill seals under this lease that the act prescribes, or that the Secretary of the Treasury shall judge necessary for the preservation of such seals.

And the said lessees hereby agree that they will not in any way sell, transfer, or assign this lease, and that any transfer, sale, or assignment of the same shall be void and of no effect.

And the said lessees further agree to furnish to the several masters of the vessels employed by them certified copies of this lease, to be presented to the Government revenue-officers for the time being in charge of said islands, as the authority of said lessees for the landing and taking of said skins.

And the said lessees further covenant and agree that they or their agents shall not keep, sell, furnish, give, or dispose of any distilled spirituous liquors on either of said islands to any of the natives thereof, such person not being a physician and furnishing the same for use as medicine.

And the said lessees further covenant and agree that this lease is accepted, subject to all needful rules and regulations which shall at any time or times hereafter be made by the Secretary of the Treasury for the collection and payment of the rental herein agreed to be paid by said lessees for the comfort, maintenance, education, and protection of the natives of said islands, and for carrying into effect all the provisions of the act aforesaid, and will abide by and conform to said rules and regulations.

And the said lessees, accepting this lease with a full knowledge of the provisions of the aforesaid act of Congress, further covenant and agree that they will fulfill all the provisions, requirements, and limitations of said act, whether herein specifically set out or not.

In witness whereof the parties aforesaid have hereunto set their hands and seals the day and year above written.

WILLIAM A. RICHARDSON, [SEAL.]  
Acting Secretary of the Treasury.

Executed in presence of—  
J. H. SAVILLE.

ALASKA COMMERCIAL COMPANY,  
By JOHN F. MILLER, President, [SEAL.]

In accordance with the provisions of "An act to prevent the extermination of fur-bearing animals in Alaska," approved July 1, 1870, and considering the fact that one-half of the present season for killing fur-seals has already expired before the making of a lease as therein authorized and required, and that the killing, during the remainder of the season, of the full number of fur-seals limited by said act, would tend to the extermination of the fur-bearing animals, and that further restrictions and limitations for this year have become necessary for the preservation of such seals, the right of killing fur-seals on the islands of Saint Paul and Saint George in said Alaska, during the present year, A. D. 1870, is further restricted and limited as follows:

First. The number of fur-seals which may be killed for their skins during the year 1870, upon the island of Saint Paul is hereby limited and restricted to thirty-seven thousand five hundred, (37,500.)

Second. The number of fur-seals which may be killed for their skins, during the year of 1870, upon the island of Saint George is hereby limited and restricted to twelve thousand five hundred, (12,500.)

And the rent of fifty-five thousand dollars (55,000) reserved to the Government in the lease under said act to the "Alaska Commercial Company," bearing date August 3d, 1870, is proportionately reduced for the first year of said lease, to wit, twenty-seven thousand five hundred dollars, (\$27,500,) without otherwise affecting any agreement of covenant therein made on the part of said company, August 9th, 1870.

WILLIAM A. RICHARDSON,  
*Acting Secretary of the Treasury.*

Whereas by a certain indenture made August third, eighteen hundred and seventy, between William A. Richardson, then Acting Secretary of the Treasury, and the "Alaska Commercial Company," a corporation duly established under the laws of the State of California, it was covenanted and agreed as follows, to wit:

"And the said lessees further covenant and agree not to kill upon said island of Saint Paul more than seventy-five thousand fur-seals, and upon the island of Saint George not more than twenty-five thousand fur-seals per annum; not to kill any fur-seals upon the islands aforesaid in any other month except the months of June, July, September, and October of each year; not to kill such seals at any time by the use of fire-arms or other means tending to drive the seals from said islands; not to kill any female seal or any seals less than one year old; not to kill any seals in the waters adjacent to said islands, or on the beaches, cliffs or rocks, where they haul up from the sea to remain."

Now this indenture, made this twenty-fifth day of March, eighteen hundred and seventy-four, by and between William A. Richardson, Secretary of the Treasury, in pursuance of an act of Congress, approved March 24, 1874, and entitled "An act to amend an act to prevent the extermination of fur-bearing animals in Alaska," approved July first, eighteen hundred and seventy, and the said Alaska Commercial Company, lessees in said indenture of August third, eighteen hundred and seventy, acting by John F. Miller, its president and agent, in accordance with a resolution of said corporation duly adopted at a meeting of the board of trustees held January 31st, A. D. 1876:

Witnesseth, that the parties hereto do hereby mutually agree to rescind and annul, from and after the ratification hereof, the within-recited covenant in said indenture of August third, eighteen hundred and seventy, and in place thereof the said Alaska Commercial Company, lessees, as aforesaid, do hereby covenant and agree not to kill upon the island of Saint Paul more than ninety thousand fur-seals, and upon the island of Saint George not more than ten thousand fur-seals per annum; not to kill any fur-seals upon the island aforesaid in any other months except the months of June, July, August, (from the first to the fifteenth of said month,) September, and October of each year; not to kill such seals at any time by the use of fire-arms or other means tending to drive the seals from said islands; not to kill any female seals or any seals less than one year old; not to kill any seals in the waters adjacent to said islands, or on the beaches, cliffs, or rocks where they haul up from the sea to remain.

And the said parties hereto, by virtue of the act of Congress herein referred to, hereby agree that the covenant set forth in said indenture of August 3d, 1870, and herein recited, shall, from and after the ratification of this indenture, be revoked, rescinded, and the covenant hereby entered into shall be and remain in force as the covenant of the parties hereto in this regard from and after the ratification hereof during the remainder of said lease of August third, eighteen hundred and seventy.

In witness whereof the said parties have hereto set their hands and seals the day and year above written.

[ L. S. TREASURY. ]

WILLIAM A. RICHARDSON,  
*Secretary of the Treasury.*

[ L. S. ALASKA COMMERCIAL COMPANY. ]

LEWIS GERSTLE,  
*Vice-President, Acting President  
Alaska Commercial Company.*

We, the obligors in a certain bond, dated August 3d, 1870, given in accordance with the provisions of an act of Congress, approved July 1st, 1870, entitled "An act to prevent the extermination of fur-bearing seals in Alaska," hereby consent to the within change made in a lease given by the Secretary of the Treasury to the Alaska Commercial Company under said act, dated August 3d, 1870, and agree that the said change shall not discharge us from any liability under said bond.

Witness our hands and seals this twenty-fifth of March, eighteen hundred and seventy-four.

JOHN SANOTT,  
LEWIS GERSTLE.





CHANNEL BETWEEN STATEN ISLAND AND NEW JERSEY.

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LETTER.

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A copy of the report and map of board of engineers on plan for the improvement of the channel between Staten Island and New Jersey.*

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JANUARY 5, 1876.—Referred to the Committee on Commerce and ordered to be printed.

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WAR DEPARTMENT,  
December 31, 1875.

The Secretary of War has the honor to transmit to the House of Representatives, in compliance with section 3 of river and harbor act of March 3, 1875, a copy of the report and map of a board of engineers on plan for the improvement of the channel between Staten Island and New Jersey.

WM. W. BELKNAP  
*Secretary of War*

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OFFICE OF THE CHIEF OF ENGINEERS,  
Washington, D. C., December 18, 1875.

SIR: I have the honor to submit the report of the board of engineer officers convened by Special Orders No. 74, Adjutant-General's Office, April 26, 1875, to comply with section 3 of the river and harbor act of March 3, 1875, which provides "that the Secretary of War shall convene a board of engineers to examine and report at the next session of Congress a plan for the improvement of the channel between Staten Island and New Jersey."

An examination and survey of this channel, with the view to its improvement, was provided for in the act of June 10, 1872. This duty was assigned to Lieut. Col. John Newton, Corps of Engineers, who submitted a report thereon, suggesting two modes of improvement, the one permanent by means of dikes and dredging; the other by dredging alone, but requiring continued repetition of the same process. The former was adopted, and the appropriation of June 23, 1874, was applied to the building of about 2,240 feet of dike, as a commencement of the permanent plan.

The board believe in the efficacy of this dike system of improvement, as projected by Lieutenant-Colonel Newton, to produce and maintain a deep-water channel, and that it will secure a channel of sufficient depth to meet the present and prospective wants of commerce; but they do not recommend the continuance of the work, on the ground that, whatever may have been the prospective requirements of commerce on this route three years ago, its present needs (owing to a change in the location of the principal shipping port for coal in vessels of large draught) do not call for a 14-foot channel to be attained by the construction of dikes at large cost, but that the existing channel can be sufficiently improved by dredging to a depth of from 10 to 11 feet at mean low water to accommodate the present commercial interests; and they submit a plan in accordance with which they recommend that this deepening and widening should be effected, with an estimate of cost thereof, for a depth of 11 feet and width of 500 feet, of \$40,480.

This improvement will, however, require small expenditures, from time to time, for its maintenance.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,  
*Brigadier-General and Chief of Engineers.*

Hon. W. W. BELKNAP,  
*Secretary of War.*

#### CHANNEL BETWEEN STATEN ISLAND AND NEW JERSEY.

ARMY BUILDING,  
*New York, November 30, 1875.*

GENERAL: The board of engineers constituted by the following order:

[Special Orders No. 74.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
*Washington, April 26, 1875.*

[Extract.]

4. In accordance with section 3 of the act of Congress approved March 3, 1875, published in General Orders No. 34, March 23, 1875, from this office, a board of engineers, to consist of Col. Z. B. Tower, Lieut. Col. H. G. Wright, Lieut. Col. John Newton, Lieut. Col. J. D. Kurtz, will convene in the city of New York on the 12th day of May, 1875, or as soon thereafter as practicable, to examine and report a plan for the improvement of the channel between Staten Island and New Jersey.

Capt. William H. Heuer, Corps of Engineers, will report to the board for duty as recorder.

By order of the Secretary of War.

E. D. TOWNSEND,  
*Adjutant-General.*

met at the army building, New York, May 12, 1875, all the members and the recorder present.

From General Newton, verbally, and from his general and special reports, and plans presented in illustration thereof, aided by Coast-Survey charts and by a visit to and personal examination of the line of channel-improvement proposed, the board were enabled to inform themselves as to the nature of the problem submitted for their consideration and report.

Other questions growing out of this contemplated improvement, in-

volving riparian rights, local privileges and usages, and the wishes and interests of the Delaware and Raritan Canal Company, were fully set forth by General Newton. The parties whose interests were thus involved expressed a desire to present their views relative to the channel improvement under consideration.

Their request was willingly and promptly acceded to; maps of the locality were offered them, and they were asked to present their views to the board in writing. A reply was received from Mr. J. W. Mersereau only.

Having investigated the main subject at issue, and the various questions connected therewith, we now submit the following report thereon, with a method of channel improvement which, in our opinion, will meet the present needs of commerce, though it will not be of a permanent character, but will rather lead to small expenditures from time to time for its maintenance.

#### REPORT.

A description of the channel under examination, with a brief notice of the plan proposed for its improvement by General Newton, and of the opposition raised thereto, seems necessary for a ready comprehension of the whole subject involved in this report.

The channel between Staten Island and New Jersey consists of Kill von Kull, separating the north part of said island from Bergen Point; of the southern waters of Newark Bay, *i. e.*, the present narrow passageway for vessels passing between Shooter's Island and the New York shore, and thence by a curved line around the corner stake-light to Elizabethport; and of Arthur Kill, extending from Newark Bay to Perth Amboy, where its waters open into Raritan Bay.

The waters of Kill von Kull are deep and wide, and present no obstructions to navigation other than those due to the tidal currents which flow contrariwise to those of New York Bay between the city of New York and Staten Island, and hence, in their passage to the city, vessels must meet head-currents in one or the other portion of the route.

The channel of Arthur Kill, in portions, is narrow and winding, its soundings showing a minimum depth, at a few points only, of from 13 to 14 feet at mean low water. These depths could be increased without involving large expenditures; but as at high water a draught of about 17 feet can pass these shoalest places, the present commerce of this kill would not, in our opinion, justify expenditures to give its channel a greater depth. The passageway for vessels crossing the southern waters of Newark Bay, from Elizabethport to Kill von Kull, has a minimum depth at mean low water of about 9½ feet. The western portion of this channel, where shoal, is narrow and curved, and does not retain even this minimum depth throughout its width. Though, with favorable tides and currents and winds, sailing-vessels of 13 feet draught may safely pass through this channel, the general commerce of these waters must be confined to shipping of less draught. The Coast Survey chart, prepared more than thirty years ago, shows a minimum depth in Arthur Kill channel of 10 feet at one point, and of 11 and 12 at others. The increased use of this channel since that date seems to have improved it, and there is no reason for apprehending any unfavorable change to its regimen if left undisturbed.

Its influx and reflux tidal waters, aided by the stirring-up effects of passing steamers and other vessels, seem to have removed silt deposited on these shoal places of the channel. This same chart shows by the bottom curves that the flood-tide, by virtue of its onward moving or

living force, extends its erosive effect for a distance of about 1,200 yards into Newark Bay before losing that concentrated force by dispersion.

As the outflowing waters of the reflux tide are not concentrated until they enter Arthur Kill, their erosive effect in Newark Bay is of little or no effect upon this bay channel. The influx waters of Kill von Kull, with a cross-section many times larger than those of Arthur Kill, and a more rapid flow, mainly pass around Bergen Point and go northward. A portion, however, by virtue of its onward force, and by reason of the widening of the water-way, drives forward between Staten and Shooter's Islands, eroding there a deep channel, and thence passes with a curve to be lost in the bay expanse northward. The bottom-curves on the chart show that the erosive effect of this influx reaches toward that of Arthur Kill, but that the velocity of both currents is so far diminished by dispersion as to leave between the 10-foot curves of the two channels a wide bar, shoaling up in former times to a depth of 5 feet at mean low water.

The reflux tide by the way of Kill von Kull is, in the main, the reverse of the inflowing, and its erosive effects are favorable to the maintenance of the existing channels. The principal channel of Newark Bay approaches the eastern shore in its southern portion, and in its upper meets the united waters of the Passaic and Hackensack Rivers, and connects them with Kill von Kull, through which they mainly flow into New York Bay.

From this review it will be seen that there was formerly no continuous channel across the south waters of Newark Bay to Kill von Kull, but that a shoal of from 5 to 6 feet of water thereon at low tide, of many yards in extent, from east to west, lay across the passage-way from Elizabethport channel to that of Shooter's Island. The development of commerce on these waters by the construction of the Delaware and Raritan Canal, in connection with the rapid growth of our country in the last thirty or forty years, and with the advance of Elizabethport as a shipping terminus of the Central New Jersey Railroad, has called into use large transport-fleets of sailing-vessels, tow-barges, propellers, and other steamers, on this passage-way between Staten Island and New Jersey, which, by frequent and almost continuous transit to and fro, have stirred the soft, muddy bottom of the shoal in question, and removed the floating silt so as to increase the depth thereon almost 4 feet—in fact, have created a useful channel, navigable at all stages of the tide by small sailing-vessels and propellers, and by canal-barges towed by steamers, which formerly could pass over this route only toward the period of high water. It is stated by Mr. John Bonnell, harbor master of Elizabethport, that about 5,000,000 tons of freight pass through the Delaware and Raritan Canal yearly, and that other ports in New Jersey have a commerce of about 3,000,000 tons. While almost all of the first amount passes through the channel between Staten Island and New Jersey in vessels and barges, it is presumed that the greater part of the 3,000,000 tons also takes the same route, as Elizabethport still continues to be, to a large extent, the coal-shipping port for the Central Railroad of New Jersey. It is readily seen that barges under tow and small vessels that can pass the Raritan Canal will find no serious difficulty from the shoalness of the water in the channel across Newark Bay, the minimum depth of which is about 9½ feet. Nevertheless, the narrowness of the channel maintaining that depth at low water will inconvenience them somewhat, as well as sailing-vessels, when the currents and winds are unfavorable, and especially when

meeting large tows, and when transports are numerous in the curved and narrow portions of the channel near the corner stake light.

It was probably the presentation of these inconveniences and impediments to navigation in the channel across Newark Bay that induced the Congress of the United States, by act approved June 23, 1874, to appropriate \$50,000 for "improving the channel between Staten Island and New Jersey." To General Newton, lieutenant-colonel of engineers, was assigned the duty of presenting a project for this expenditure.

This project, in accordance with his plan of improvement submitted in 1873, was approved by the Chief of Engineers July 13, 1874. This plan, as well as the general reasons in support thereof, is set forth in his report of February 21, 1873, and in his communication of May 12, 1875.

This board concur with General Newton as to the efficacy of his plan to produce and maintain a deep-water channel, believing that his reasoning thereupon, while correct in principle, would be found sound if practically tested. This plan consists simply in continuing Arthur Kill between two dikes to the deep channel on the east shore of Newark Bay. These dikes will not follow the present crooked channel; but will pass to the north of Shooter's Island, the south dike probably turning up the bay toward the main channel, its direction and length, however, being determined in the progress of construction. It is apparent that, to leave a suitable opening for intercepting a sufficient portion of the outflowing waters from the bay above, that they may be turned seaward through Arthur Kill, the north dike should not be prolonged as far east as the south. To illustrate this plan more fully, let us suppose that the flats of Newark Bay above the proposed north dike were land, and that Staten Island extended to the proposed south dike, leaving the main channel of the united rivers in their course to Kill von Kull undisturbed. The form would be that of a delta, dividing the united river-waters so that in reflux and influx about the same relative portions would flow through the two kills as at present. It seems impossible to escape the conclusion that under such conditions the regimen of the two branches would be unchanged, or that they would vary essentially from the result to be obtained by General Newton's project further than this, that while Newark Bay exists, a larger body of water with the rising tide flows in by the two kills to fill it and thence outward to empty it, thus giving rise in both kills to greater rapidity of current and erosive effects, a circumstance favorable to the maintenance of the present depth of these kills.

The southern dike was commenced at its western end November 4, 1874, and was constructed for a length of 2,237 feet eastward by May 20, 1875, at which date work thereon was discontinued. Opposition to General Newton's project was manifested, about the time the dike was commenced, on the part of oystermen, on the ground that it interfered with their business. General Newton, however, offered to leave openings in the south dike from space to space to permit the passage of oyster-boats. One opening has already been left for that purpose. The most important opposition to it, however, was manifested by the company engaged in the transportation of freight, in amount about 5,000,000 tons, through the Delaware and Raritan Canal.

These interests procured the passage of resolutions by the New York legislature, January 22, 1875, protesting "against the projected mode of improvement of the Kill von Kull," &c., and requesting "the Senators and Representatives from New York in the Congress of the United States to obtain a modification of the plan of said improvement." Fol-

lowing, and presumably in consequence of, these resolutions, Congress, by section 3 of act approved March 3, 1875, made provision for the appointment of a board "to examine and report a plan for the improvement of the channel between Staten Island and New Jersey."

Designated by the Secretary of War to perform this duty, and having fully reviewed the subject as above set forth, we are of opinion that General Newton's plan of improvement will secure a channel of sufficient depth across Newark Bay to meet the present and prospective needs of commerce on these waters. We do not, however, recommend that this plan be carried out, for the following reasons:

It is based upon a supposed necessity for creating and maintaining a channel from Elizabethport to Kill von Kull, having a depth at low water of from 14 to 16 feet. We do not think this necessity now exists, for far the greater part of the freight seeking this channel must be carried in small vessels or barges that navigate the Delaware and Raritan Canal. Of the remaining portion, it is presumed that Elizabethport, as formerly, the shipping and receiving port of the Central Railroad of New Jersey, furnishes the greater part. This road has within a few years formed a new coal-depot at Johnstonville, on the deep waters of the Kill von Kull. Coal-vessels bound eastward of too great a draught to pass Newark Bay can load at this new depot, while those bound to southern ports may pass from Elizabethport seaward through Arthur Kill, neither using this channel across Newark Bay. Ordinary freight for the short course from New York, or from points on the Hudson or East Rivers, will not require, and will not probably seek, a large class of vessels for its transportation.

It has been urged that the projected route, by reason of the abrupt transition of direction at the eastern end of the dikes, will inconvenience the towage companies. While the advantages of a wider, deeper, and shorter channel, only about a mile long between dikes, more than compensate for the inconveniences of this change of direction to the larger class of vessels, it is quite probable that large tows would, by preference, take the present channel if suitably improved. Any proposition to dike in the present channel would doubtless prove a failure, as the meeting of the Arthur Kill and Kill von Kull currents would form a shoal somewhere between the dikes or at their entrance, and thus defeat the purpose of their construction. This board place their decision not to recommend the dike system of improvement already commenced, solely on this ground: that whatever may have been the prospective requirements of commerce on this route three years ago, its present needs do not, in their opinion, call for a 14-foot channel at mean low water, to be attained by the construction of dikes at large cost. On the contrary, they believe that the existing channel can be sufficiently improved to accommodate present commercial interests by dredging to a depth of 10 to 11 feet at mean low water, by diminishing its curvature at the corner stake-light, and by giving it such width as to permit the passage of large tows and the largest class of sailing-vessels in use on these waters without risk of colliding or grounding. We therefore recommend that this deepening and widening of the channel be effected in accordance with the plan which we now submit.

As the channel in its western and difficult portion was produced by the transit of large tows drawn by steamers, and by the larger class of propellers, it is presumed that when deepened the same causes will help maintain that depth and diminish the expenditures that will be required from time to time.

Should the future needs of commerce demand a deeper channel than

11 feet, which we propose to attain by dredging, it is our opinion that recourse must be had to the system of dikes proposed by General Newton. But in that event it would be necessary to make the southern dike continuous, cutting off the passage by the way of Shooter Island so as to retain the full flow of water between the dikes throughout their lengths.

At the extreme west end of the southern dike a boat-opening should be left, and a boat-channel excavated along the shore to Bridge Creek, as proposed by General Newton, to permit the oystermen to have free access to Staten Island and to the creek for a harbor.

The drawing accompanying this report shows the southern waters of Newark Bay and a portion of Arthur Kill and Kill von Kull, with the soundings, bottom curves, and existing channel-lines.

The channel proposed by this board is marked thereon in strong black lines, about 500 feet apart. The curve of this channel, while conforming to the line of the deepest water, is less abrupt at the corner-stake light than that of the existing channel.

The estimated cost of excavating this channel to a depth of 11 feet and a width of 500 feet is:

## ESTIMATE.

Dredging 230,000 cubic yards, at 16 cents .....	\$36, 800
Contingencies 10 per cent.....	3, 680
Total.....	40, 480

Respectfully submitted.

Z. B. TOWER,  
Colonel of Engineers and Brevet Major-General.  
H. G. WRIGHT,  
Lieutenant-Colonel of Engineers, Brevet Major-General.  
J. D. KURTZ,  
Lieutenant-Colonel of Engineers.

Brig. Gen. A. A. HUMPHREYS,  
Chief of Engineers, U. S. A.

In 1874 the amount of coal deposited at Elizabethport for shipment by vessels was three-fourths of a million of tons, exclusive of other merchandise, as iron pipe, &c.

Recently, however, the Delaware, Lackawanna & Western Railroad, which used Elizabethport as one of its termini, has concentrated its deposit of coal at Hoboken. This must materially diminish the importance of Elizabethport as a shipping point, but whether the loss thus experienced will be compensated from other sources is not definitely known. The position being thus very different from that of the years 1873 and 1874, when the project for a permanent improvement was made and the work commenced, it would seem expedient for the Government to suspend further action in the work of permanent improvement of the channel at Elizabethport until its future prospects shall have a better outlook. As to the improvement of the present channel by dredging, it is evident that it will be temporary only, and must require renewal.

The necessity even for this improvement is not apparent, but 8 feet of draught can be passed through the Delaware and Raritan Canal, while the draught in the present channel at its shoalest point is 9½ feet. The amount of freight through the canal by official statement was in 1871 not 5,000,000 tons, but 3,053,857 tons, and at the present time proba-



bly does not much exceed that limit. If, as it is stated, Port on Kill von Kull, and situated in deep water, will suffice for ment of coal in large vessels, there would appear to be no need of such vessels to pass through the channel leading to Elizabethport recommended to be improved by dredging, which channel does suffice for the canal-barges, propellers, and small vessels using Elizabethport or through the canal. If Elizabethport does not from its present state of decadence, additional reasons exist against undertaking any improvement whatever.

To sum up:

1st. In the present condition and prospect of Elizabethport it does not appear to be expedient to prosecute the works of permanent improvement designed in 1873 and commenced in 1874.

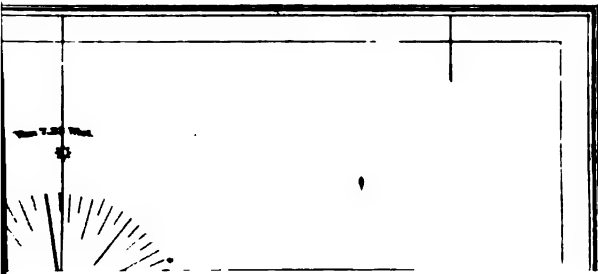
2d. The depth in the present channel being sufficient for the vessels using the canal, and for the barges and small class of vessels which, for the future, and until a change for the better, will continue to frequent Elizabethport, no apparent necessity exists for deepening or widening the channel.

3d. No increase in depth or width in the channel can be made except by repetitions of the dredging process.

In conclusion, it is necessary to add that Mr. Francis B. Stevens, the company engaged in the transportation of freight through the Hudson and Raritan Canal, who wrote a communication to the Commissioners of the project approved by the Government for permanent improvement, and who expressed a desire to be heard before the board, although invited to set forth his views and offered every facility to this end, has failed to do so, either personally or by representative. Mr. Stevens, owing to his connection with the towing business and to his personal interest therein, would have obtained respect for his views as to the character and nature of the improvements suitable for convenient navigation as well as to his opposition to the plan of improvements adopted by the Government, and it is regretted that such information from a source known to be reliable has not been furnished.

JOHN NEWTON

*Lieut. Col. Engineers, Bvt. Major*





NAVIGATION FROM CHESAPEAKE BAY TO PAMLICO  
SOUND.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A report of the Chief of Engineers upon the extension of navigation from  
Chesapeake Bay to Pamlico Sound.*

---

JANUARY 12, 1876.—Referred to the Committee on Commerce and ordered to be  
printed.

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WAR DEPARTMENT, *December 31, 1875.*

The Secretary of War has the honor to transmit to the United States Senate, for the information of the Senate Committee on Commerce, report of the Chief of Engineers upon the memorial of the Cotton Exchange of Norfolk and Portsmouth, Va., asking aid for the extension of navigation, opened up by the Dismal Swamp Canal and Albemarle and Chesapeake Canal Company, from the Chesapeake Bay to Pamlico Sound, N. C.

The memorial of the Cotton Exchange is herewith returned.

WM. W. BELKNAP,  
*Secretary of War.*

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OFFICE OF THE CHIEF OF ENGINEERS,  
*Washington, D. C., March 3, 1875.*

SIR: I beg leave to state, in reply to the communication referred to this Office, from the Senate Committee on Commerce, of the 20th ultimo, inclosing memorial from the Cotton Exchange of Norfolk and Portsmouth, Va., calling attention to the importance of extending the existing inland navigation between the Chesapeake and Albemarle and Pamlico Sounds, to the Cape Fear River, and thence to Georgetown, S. C., that the importance of this inland navigation was at one time so far considered as to lead to the survey, between the years 1821 and 1837, of several portions of the route in question, but these surveys were never fully completed, owing to the failure of appropriation. Further exami-

## 2 NAVIGATION FROM CHESAPEAKE BAY TO PAMLICO SOUND.

nation and survey would now be necessary to determine at this time the necessity, practicability, extent, and cost of the proposed scheme.

The deepening of the channel through Currituck Sound would seem to be called for by the increasing trade through the Chesapeake and Albemarle Canal. The lighting and buoying of this channel is under the direction of the Light-House Board.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,  
*Brig. Gen., and Chief of Engineers.*

Hon. W. W. BELKNAP,  
*Secretary of War.*

[First indorsement.]

WAR DEPARTMENT, *March 4, 1875.*

Too late to be sent to Congress. File. To be submitted to next Congress.

H. T. CROSBY,  
*Chief Clerk.*

[Second indorsement.]

OFFICE OF CHIEF OF ENGINEERS, *December 16, 1875.*

Respectfully submitted to the honorable Secretary of War, in obedience to instructions contained in preceding indorsement.

A. A. HUMPHREYS,  
*Brig. Gen., and Chief of Engineers.*

Whereas the importance of a continuous line of inland navigation from New York, connecting the principal cities on the Atlantic coast with the corn, cotton, and timber regions of the Southern States, is of great national importance, furnishing at all times a cheap and ready means for the transportation of the products of the country to market, and, in time of war, a channel by which the light-draught monitors, iron-clads, and torpedo-boats may concentrate at any point to resist the attacks of the enemy:

The Cotton Exchange of Norfolk and Portsmouth, Va., desire to call the attention of the United States Government to the importance of extending this inland navigation, opened up by the Dismal Swamp Canal and Albemarle and Chesapeake Canal Companies, from Chesapeake Bay to Albemarle and Pamlico Sounds, North Carolina. Since the opening of the Albemarle and Chesapeake Canal for navigation, in 1859, more than fifty-four thousand vessels, propelled or towed by steam, have passed through that navigation, and through the inland waters opened up by that company. They and other private corporations, with scarcely any expense to the General Government, have completed the chain of inland navigation from New York to North Carolina for vessels of four or five hundred tons burthen.

*Resolved*, That this exchange recommend to Congress to aid in extending this inland channel from the waters of Pamlico Sound to Cape Fear River, by such route as may be practicable, and from said river to Georgetown, S. C.

*Resolved*, That the deepening of North Landing River and Channel across Currituck Sound is important to accommodate the increasing commerce between the States.

*Resolved*, That Congress be requested to make suitable provisions for marking the channel through said navigation by buoys, beacons, and lights, and cause said natural waters to be increased in depth to that of the channels with which they connect.

The foregoing resolutions were passed by Norfolk and Portsmouth Cotton Exchange, February 17, 1875.

A. TUDWELL,  
*Secretary and Superintendent.*

C



LIEUT. J. G. LEEFE.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*Papers in the case of Lieut. J. G. Leefe, Nineteenth Infantry, who asks relief from responsibility for the loss of subsistence-funds stolen from him November, 1873.*

---

JANUARY 12, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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WAR DEPARTMENT, *January 10, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives copies of papers in the case of First Lieut. J. G. Leefe, regimental quartermaster Nineteenth United States Infantry, who seeks relief from responsibility for money (subsistence-funds) stolen from him in November, 1873.

It appearing from the inclosed report of board of survey that reasonable precaution was taken for the safe-keeping of the subsistence-funds, and that Lieutenant Leefe is in no way responsible for the loss of the money, (\$44.66,) the passage of a bill for his relief (draught inclosed) is respectfully recommended.

WM. W. BELKNAP,  
*Secretary of War.*

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FORT LYON, COLORADO,  
*December 8, 1875.*

SIR: In pursuance of a letter from your Office, dated 5th March, 1874, I have respectfully to forward, herewith:

1. Copy of record of a board of survey, dated 2d December, 1873.
2. Copy of account-current for November, 1873.
3. Copy of letter from Commissary-General, dated 5th March, 1873(?) (1874.)
4. Copy of account-current for March, 1874.
5. Draught of bill for relief.

All of which will, it is thought, explain themselves, and which, it is



requested, may receive the attention required to bring them properly before Congress.

Very respectfully, your obedient servant,

J. G. LEEFE,  
First Lieut. and R. Q. M. Nineteenth Infantry,  
Bvt. Capt. U. S. A.

The COMMISSARY GENERAL OF SUBSISTENCE, U. S. A.,  
Washington, D. C., (through intermediate channels.)

*Proceedings of a board of survey convened at Jackson Barracks, La., December 2, 1873, by virtue of the following order :*

[Special Order No. 164.]

HEADQUARTERS JACKSON BARRACKS,  
New Orleans, La., December 1, 1873.

[Extract.]

III. A board of survey is hereby appointed to meet at the office of the acting commissary of subsistence at this post, to-morrow, the 2d instant, at 10 o'clock a. m., or as soon thereafter as practicable, to examine and inquire into the circumstances connected with the loss of one iron safe, containing subsistence funds, for which First Lieut. J. G. Leeffe, regimental quartermaster, Nineteenth Infantry, is accountable, alleged to have been stolen from the subsistence store-house on the night of November 29, 1873.

The board will endeavor to fix the extent and responsibility for the loss.

*Detail for the board.*—Capt. W. J. Lyster, Nineteenth Infantry; First Lieut. John Harold, Nineteenth Infantry; First Lieut. Charles B. Hall, Nineteenth Infantry.

By order of Col. C. H. Smith.

GEO. H. COOK,  
Second Lieut. and Adjutant Nineteenth Infantry, Post Adjutant.

JACKSON BARRACKS, LA.,  
December 2, 1873—10 o'clock a. m.

The board met pursuant to the above order.

Present: Capt. W. J. Lyster, Nineteenth Infantry; First Lieut. John Harold, Nineteenth Infantry; First Lieut. Charles B. Hall, Nineteenth Infantry.

The board then proceeded to examine the circumstances attending the loss of one iron safe, containing subsistence funds, for which First Lieut. J. G. Leeffe, regimental quartermaster, Nineteenth Infantry, is accountable.

The board find that the said safe was a small iron one, about 18 by 24 inches, and was kept in the subsistence store-house and used to hold the money received from sales to officers. That on the night of November 29, 1873, this safe contained \$44.66, subsistence funds which had been so received since November 24, 1873, and which sum was left locked in the safe at the time of closing the said store-house, at 5 p. m. November 29, 1873. Upon opening the said store-house at 7 a. m. November 30, 1873, it was found that the said store-house had been entered during the night by some party or parties unknown, who had effected an entrance by wrenching off several iron bars from a grated window in rear of the subsistence store-house, and through which they had taken out the said iron safe. (See affidavit hereto attached and marked A.)

The building used as a commissary and quartermaster store-house is situated at right angles to, and fronting toward the post guard-house, and distant from it about 40 feet. The sentinel in front of the guard-house is the guard over the commissary and quartermaster building and commands a view of its front and end. This guard has always been considered sufficient, from the fact that the front door of this building is an open grate one, affording a view of the interior, and the window in the rear wall of the building is protected by iron bars. The rear of the building can only be guarded by posting a sentinel outside of the garrison inclosure.

The board are led to believe, upon careful investigation, that a soldier by the name of Mervin Skinner, who had surrendered himself under the President's proclamation as a deserter from Company B, Sixth Infantry, is implicated in the robbery. This man, on the evening of November 29, 1873, borrowed a knife from the company to which he was attached, and the same knife was found the next morning near the window of the commissary building through which the iron safe had been taken. Skinner disappeared that night, and has not been seen since. About 10 o'clock on the night of the robbery,

Skinner, in company with five or six men, citizens and soldiers, was observed by the sentinel in front of the garrison to pass his post three times, and to be acting in a suspicious manner. The last time they passed, the sentinel noticed the party go down a public lane at the east side of the garrison, and in the direction of the rear of the commissary building.

On the 3d of December, 1873, the safe was found in a vacant lot near the garrison, broken open and empty.

The board are of the opinion that reasonable precaution had been taken for the safe-keeping of the subsistence funds, and that First Lieut. J. G. Leefe, regimental quartermaster, Nineteenth Infantry, is in no way responsible for the loss of the said \$44.66 subsistence funds, and recommend that he be relieved from accountability for the same, and from responsibility for damage to the said safe.

There being no further business, the board adjourned *sine die*.

WM. J. LYSTER,  
Captain Nineteenth Infantry, President.  
JOHN HAROLD,  
First Lieutenant Nineteenth Infantry.  
CHAS. B. HALL,  
First Lieutenant Nineteenth Infantry, Recorder.

HEADQUARTERS JACKSON BARRACKS,  
New Orleans, La., December 6, 1873.

The foregoing proceedings are approved.

C. H. SMITH,  
Colonel Nineteenth Infantry, Commanding Post.

A.

Personally appeared before me, John Cain, a justice of the peace for the parish of Orleans, State of Louisiana, commissary sergeant Wm. J. Pender, U. S. A., who, having been duly sworn according to law, deposes and says, that on the 29th day of November last, he was on duty at the post of Jackson Barracks, Louisiana, in the subsistence department of said post, under the direction of First Lieut. J. G. Leefe, regimental quartermaster, Nineteenth Infantry, acting commissary of subsistence; that up to 5 o'clock on Saturday evening, the said 29th of November, he had received from various parties, on account of sales to officers, currency to the amount of \$44.66, which he deposited in a small iron safe, which was in the subsistence warehouse; that on the 29th of November, at 5 o'clock in the evening, the said money was in the said safe, which was locked by him, and that said safe was in said warehouse, against the rear wall thereof, near to his desk and nearly opposite to the grated door of said warehouse, which was also locked by him; that all the windows of said subsistence warehouse were grated with iron bars; that the post guard-house is close to said subsistence warehouse, and that the beat of the sentinels on post No. 1 extends to within 45 feet of said grated door of said warehouse, which was also the case on the said 29th of November, 1873. Dependent further states that about 7 o'clock on the morning of the 30th of November, 1873, he went to the subsistence warehouse for the purpose of issuing to the troops the beef for that day, and discovered that the grating of the window at the northeast corner of the building, in the rear wall thereof, had been violently wrenched, so that the bars near the sill had been displaced, leaving open space through which a man might easily pass; that he then discovered that the safe was not in the warehouse; that he at once reported the fact of its disappearance to the acting commissary of subsistence, First Lieut. J. G. Leefe, aforesaid, who directed him to search in the vicinity for the missing safe, but unsuccessfully.

W. J. PENDER,  
Commissary Sergeant.

Sworn to and subscribed before me this 3d day of December, 1873.

JOHN CAIN,  
Fourth Justice of the Peace, Parish of Orleans, La.

*Statement of funds for which Lieut. J. G. Leeffe, regimental quartermaster, Nineteenth Regiment of Infantry, acting commissary of subsistence, is accountable.*

Where deposited.	Treasury notes and fractional currency.	Total.
Treasurer of the United States .....		
Assistant Treasurer of the United States at New Orleans, La.....	\$438 48	\$438 48
In my personal possession, deposited in office-safe.....	41 12	41 12
Total.....	479 60	479 60

J. G. LEEFFE.

Lieut. and R. Q. M., Nineteenth Regiment of Infantry, A. C. S.

JACKSON BARRACKS, LA., November 30, 1873.

*The United States, on account of army subsistence in the month of November, 1873, in account with Lieut. J. G. Leeffe, regimental quartermaster, Nineteenth Regiment of Infantry, acting commissary of subsistence.*

DR.				CR.			
1873.				1873.			
Nov. 30	To abstract of purchases ....	\$330 74	Nov. 1	By balance, per last account-current .....		\$664 00	
30	To abstract of contingencies .....	6 00	30	By sales to officers, per abstract .....		197 00	
30	To amounts dropped per proceedings of board of survey .....	44 66					
30	To balance due the United States .....	479 60					
		861 00					861 00

I certify that the above account-current exhibits a true statement of all moneys received, expended, and transferred by me on account of army subsistence not heretofore accounted for; and that the balance of \$479.60 is due the United States by me, and is in my hands in United States Treasury-notes and in fractional currency, except the sum of \$438.48, which is with the United States Assistant Treasurer at New Orleans, La.

J. G. LEEFFE.

First Lieut., R. Q. M., Nineteenth Regiment of Infantry, A. C. S.

## OFFICE COMMISSARY-GENERAL OF SUBSISTENCE.

Washington, D. C., March 5, 1874.

SIR: Your accounts-current, for the months of October, November, and December, 1873, have been examined in this Office, and transferred to the Third Auditor United States Treasury for final settlement.

You will please correct the following errors and irregularities:

On account-current for November \$44.66 debits of the United States, as "amount dropped per proceedings of board of survey," accompanying the accounts, (being money stolen from office-safe,) is disallowed.

A board of survey has no authority to relieve an officer from responsibility in such case. You should apply to Congress for relief, forwarding through the proper military channels such evidence in support of your application as you may be able to command.

Very respectfully, your obedient servant,

A. E. SHIRAS,

Acting Commissary-General.

J. G. LEEFFE,

Lieutenant Nineteenth Infantry, Jackson Barracks, La.

*Statement of funds for which Lieut. J. G. Leeffe, regimental quartermaster, Nineteenth Regiment of Infantry, acting commissary of subsistence, is accountable.*

Where deposited.	Treasury-notes and fractional currency.	Total.
Treasurer of the United States .....		
Assistant Treasurer United States at New Orleans, La.....	\$218 85	\$218 85
In my personal possession, deposited in office-safe.....	177 92	177 92
Total .....	396 77	396 77

J. G. LEEFFE.

First Lieut., R. Q. M., Nineteenth Regiment of Infantry, A. C. S.

JACKSON BARRACKS, LA., March 31, 1874.

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LIEUT. J. G. LEEFE.

OFFICE COMMISSARY-GENERAL SUBSISTENCE,  
*December 24, 1875.*

Respectfully forwarded to the honorable Secretary of War, with the recommendation that the within case be submitted to Congress.

R. MACFEELY,  
*Commissary-General Subsistence.*

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
*January 5, 1876.*

Official copy.

E. D. TOWNSEND,  
*Adjutant-General.*

○

LIEUT. J. G. LEEFE.

OFFICE COMMISSARY-GENERAL SUBSISTENCE.

*December 24, 1875.*

Respectfully forwarded to the honorable Secretary of War, with the recommendation that the within case be submitted to Congress.

R. MACFEELY,

*Commissary-General Subsistence.*

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,

*January 5, 1876.*

Official copy.

E. D. TOWNSEND,

*Adjutant-General.*

○

DISTRIBUTION OF UNITED STATES TROOPS.

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LETTER

FROM

THE CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING

*statement showing the distribution of United States troops in the States of Alabama, Mississippi, Arkansas, and Louisiana on December 1, 1875.*

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JANUARY 12, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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WAR DEPARTMENT, *January 11, 1876.*

The chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the House of Representatives a statement showing the distribution of United States troops in the States of Alabama, Mississippi, Arkansas, and Louisiana on the first day of December, 1875, as required by resolution of the House of Representatives of January 5, 1876, as follows:

*“Resolved, That the Secretary of War be, and he is hereby, directed to furnish to the House an accurate statement of the number of United States troops that were stationed and on duty in the States of Alabama, Mississippi, Arkansas, and Louisiana on the 1st day of December, 1875, and the distribution of such troops in said States, whether in regiments, companies, or squads, as well as the names and rank of the officers, commissioned or non-commissioned, commanding such soldiers.”*

H. T. CROSBY,

*Chief Clerk.*

## DISTRIBUTION OF UNITED STATES TROOPS.

*Distribution of United States troops in the States of Alabama, Mississippi, Arkansas, and Louisiana, on the 1st day of December, 1875, as shown by the records of the Adjutant-General's Office, furnished in compliance with the resolution of the House of Representatives of January 5, 1876.*

Posts or stations.	No. of companies.	Strength.	Commanding officers.
Huntsville, Ala.....	1	47	Capt. W. F. Drum, Second Infantry.
Mount Vernon B'ks, Ala...	2	81	Lieut. Col. T. C. English, Second Infantry.
Mobile Barracks, Ala.....	1	42	Maj. D. P. Hancock, Second Infantry.
Livingston, Ala.....	1	40	Capt. A. S. Daggett, Second Infantry.
Jackson, Miss.....	2	78	Capt. A. W. Allyn, Sixteenth Infantry.
Vicksburgh, Miss.....	2	69	Maj. R. S. La Motte, Thirteenth Infantry.
Holly Springs, Miss.....	2	68	Capt. E. W. Clift, Thirteenth Infantry.
Little Rock, Ark.....	2	71	Maj. S. A. Wainwright, Sixteenth Infantry.
City of New Orleans, La...	2	104	Col. P. R. De Trobriand, Thirteenth Infantry.
Jackson Barracks, La.....	5	182	Lieut. Col. John R. Brooke, Third Infantry.
Baton Rouge B'ks, La.....	4	147	Lieut. Col. H. A. Morrow, Thirteenth Infantry.
Saint Martinsville, La....	1	41	Capt. J. H. Gageby, Third Infantry.
Pineville, La.....	1	40	Lieut. E. A. Belger, Third Infantry.
Shreveport, La.....	3	130	Capt. D. Parker, Third Infantry.
Natchitoches, La.....	1	25	Capt. J. A. Snyder, Third Infantry.
Colfax, La.....	1	50	Lieut. E. S. Godfrey, Seventh Cavalry.
Coushatta, La.....	1	26	Lieut. Wm. Mitchell, Third Infantry.
Total.....	32	1,241	

E. D. TOWNSEND,  
Adjutant-General.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
Washington, January 10, 1876.

○

SYSTEM OF PAYING ENLISTED MEN.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

*With disapproval, a plan for a change in the present system of pay of enlisted men, by Capt. O. W. Pollock, Twenty-third Infantry, United States Army.*

JANUARY 12, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT, December 30, 1875.

The Secretary of War has the honor to transmit to the House of Representatives copy of a project presented by Capt. O. W. Pollock, Twenty-third Infantry, United States Army, for a change in the system of the monthly pay of enlisted men, disapproved by the General and Lieutenant-General of the Army, and not recommended by this Department.

WM. W. BELKNAP,  
*Secretary of War.*

OMAHA BARRACKS, NEBRASKA,  
November 28, 1875.

SIR: The following exhibit of the difference between the present and proposed system of the monthly pay of the enlisted men of the Army, together with the accompanying remarks, are respectfully forwarded through the regular military channel, praying that the honorable Secretary of War may lay the matter before the President of the United States, in order that he may urge upon Congress the necessity for the required legislation:

*Present system.*

400 privates, at \$13 .....	\$5, 200
10 wagoners, at \$14 .....	140
20 artificers, at \$15 .....	300
20 musicians, at \$13 .....	260
40 corporals, at \$15 .....	600
40 sergeants, at \$17 .....	680
10 first sergeants, at \$22 .....	220
2 principal musicians, at \$22 .....	44
2 sergeant-majors and quartermaster-sergeants, at \$23 .....	46
1 chief musician, at \$60 .....	60



*Proposed system.*

430 privates, at \$11 .....	\$4, 730
20 musicians, at \$13 .....	260
40 corporals, at 20 .....	800
40 sergeants, at \$30 .....	1, 200
10 first sergeants, at \$40 .....	400
2 principal musicians, at \$10 .....	80
2 sergeant-majors and quartermaster-sergeants, at \$40 .....	80
1 chief musician, at \$80 .....	80
Proposed system .....	7, 630
Present system .....	7, 550
Difference .....	80

Privates should have but \$11 per month, because it is sufficient. Just as many men and just as good men can be enlisted for \$11 as \$13. Men do not enlist for \$11 per month or \$13 per month. It is not much matter to them which it is, so long as they get their food, clothing, quarters, bed, fuel, medical attendance, &c.; what they get outside of that is merely pocket-money, which goes for anything. But when they come to receive twenty, thirty, and forty dollars per month, (which it is proposed that non-commissioned officers shall receive,) the pay becomes an object which is quite apparent. They could then save such sums in a reasonable time as could be invested to advantage or placed at interest. When I say that as many and as good men can be procured for \$11 as \$13 per month, I mean without further inducements. But when there is a prospect of twenty, thirty, or forty dollars per month by becoming non-commissioned officers, a much better class of men will be induced to enlist, and the only thing that can elevate and improve the position of the non-commissioned officers is an increase of pay. The difference between the pay of a private and a corporal, as proposed, will be \$9, which will be a great inducement to obtain the position. The difference between that and sergeant will be \$10, which is a still *greater* inducement to obtain *that* position; and that of first sergeant is \$10 more, which is little enough for a man who is capable of occupying the position.

With non-commissioned officers of intelligence, reliability, and character, such as the proposed system of payment would induce to occupy the position, (for instance, such as mates on board of merchant-vessels, conductors on railroad-trains, warrant officers in the Navy, &c.) the material of which the private soldier is composed would be molded and elevated into a state of intelligence and usefulness which is not now known. As it is, private soldiers have no respect for non-commissioned officers, nor is it reasonable that they should, when the character of the non-commissioned officers (with rare exceptions) is not such as to inspire it. If non-commissioned officers are of any use at all, means should be resorted to by which the best men can be obtained for the position.

Company commanders all over the Army to-day are laboring at a disadvantage in not having material for non-commissioned officers; or when suitable men are found, the position is not of sufficient importance to induce them to take it. They seem to occupy the place simply to accommodate their company commanders, and every few days they are coming to their company commanders asking to be reduced to the rank of private. This is the case from first sergeant down to corporal; the fact is, they are now non-commissioned officers only in name. The sys-

tem of pay that I propose would increase the efficiency of the Army a hundred per cent., with a mere nominal expense to the Government.

Artificers and wagoners should be done away with; they are of no use as such; at present it is some carpenter or teamster that is taken from the privates of the company and made artificer or wagoner. These men would be in the company any way, and could be detailed whenever their services were required; they only complicate muster-rolls and returns, and are of no benefit. We want no enlisted men in a company except non-commissioned officers, musicians, and privates. It would be well to let the pay of musicians remain at thirteen dollars, except in the case of boys under eighteen years of age, who should not receive more than eight dollars per month.

Non-commissioned officers should not have the benefit of the act of May 15, 1872, but should retain the benefit of the act of August 4, 1854. The act of May 15, 1872, should extend to all enlisted men, except non-commissioned officers. The pay of forty dollars per month, which is proposed as that of first sergeant, should be given to all non-commissioned staff officers, both general and regimental, except chief musicians of regiments, who should have at least eighty dollars per month.

Music being a fine art, and it being necessary for a man who is capable of taking charge of and conducting the music of a regiment, to have devoted his life to it, eighty dollars per month must be considered small. It will be seen by the accompanying exhibit that the increase of expense over the present system per month for the payment of a regiment of infantry is only eighty dollars. This is taking simply the pay proper; but when we consider that many of the non-commissioned officers (possibly half of them or more) are now receiving the benefits of the act of May 15, 1872, and that a great many of the musicians would not be entitled to more than eight dollars per month, on account of their being under eighteen years of age, the amount of money necessary for payment upon the proposed system will fall very much short of that required at present. And should the Government, at any time, find it necessary to increase the number of privates the difference in favor of the proposed system would be much more apparent; so that while the efficiency of the Army will be incalculably increased, the Government will actually be paying out less money.

Very respectfully, your obedient servant,

O. W. POLLOCK,

*Captain Twenty-third Infantry.*

ADJUTANT-GENERAL, *United States Army.*

[1st indorsement.]

HEADQUARTERS OMAHA BARRACKS,

*November 29, 1875.*

Respectfully forwarded. The changes proposed would be beneficial to the Army, and the subject is worthy the highest consideration.

RICHARD I. DODGE,

*Lieutenant-Colonel Twenty-third Infantry, Commanding.*

[2d indorsement.]

HEADQUARTERS DEPARTMENT OF THE PLATTE,

*Omaha, Nebr., December 1, 1875.*

Respectfully forwarded, approved, and earnestly recommended.

GEORGE CROOK,

*Brigadier-General, Commanding Department.*

## SYSTEM OF PAYING ENLISTED MEN.

[3d indorsement.]

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,  
*Chicago, December 14, 1875.*

Respectfully forwarded, through Headquarters of the Army, disapproved.

P. H. SHERIDAN,  
*Lieutenant-General, Commanding.*

[4th indorsement.]

HEADQUARTERS OF THE ARMY,  
*Saint Louis, December 17, 1875.*

Respectfully forwarded to the Adjutant-General, disapproved.  
By command of General Sherman.

A. McD. McCOOK,  
*Colonel and Aid-de-Camp.*

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DEPOSITS WITH PAYMASTERS.

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LETTER

FROM

THE SECRETARY OF WAR,

REPORTING

*A proposed system of deposits by officers with Army paymasters.*

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JANUARY 12, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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WAR DEPARTMENT,  
December 30, 1875.

The Secretary of War has the honor to transmit to the House of Representatives copy of a communication from officers of the Army stationed at Fort Buford, Dak., requesting that legislation may be had to enable officers of the Army to make deposits with Army paymasters, subject to restrictions as specified, and to recommend the same to the favorable action of Congress.

WM. W. BELKNAP,  
*Secretary of War.*

---

FORT BUFORD, DAK.,  
November 8, 1875.

SIR: The undersigned respectfully request that at the next session of Congress you will procure such legislation as will enable officers of the Army to make deposits of money with paymasters, subject to the same restrictions and provisions as to interest, forfeiture, &c., as are now authorized for enlisted men, with the single exception that officers be allowed to withdraw their deposits on the completion of each and every term of five years' service. Such a law, it is believed, would enable officers having families or others dependent upon them, to make much more certain provision for their heirs than is now possible with life-insurance companies or in other commercial ventures.

The General of the Army, the Lieutenant-General, and the command-

ing general of the department are also requested to take such action in this matter as will be most effective to secure the object of this request.

ORLANDO H. MOORE,  
*Major Sixth Infantry.*  
 THOMAS BRITTEN,  
*Captain Sixth Infantry.*  
 D. H. MURDOCK,  
*Captain Sixth United States Infantry,*  
 R. H. DAY,  
*First Lieut. Sixth Infantry.*  
 CHAS. G. PENNEY,  
*First Lieut. Sixth Infantry.*  
 FRED. W. THIBAUT,  
*First Lieut. Sixth United States Infantry.*  
 NELSON BRONSON,  
*First Lieut. Sixth Infantry.*  
 A. S. WAGNER,  
*Second Lieut. Sixth Infantry.*

The Hon. SECRETARY OF WAR, (through military channels.)

[First indorsement.]

HEADQUARTERS, FORT BUFORD, DAK.,  
 November 9, 1875.

Respectfully forwarded.

ORLANDO H. MOORE,  
*Major Sixth Infantry.*

[Second indorsement.]

HEADQUARTERS DEPARTMENT OF DAKOTA,  
 Saint Paul, Minn., November 22, 1875.

Respectfully forwarded to headquarters Military Division of the Missouri.

ALFRED H. TERRY,  
*Brigadier-General U. S. A., Commanding.*

[Third indorsement.]

HEADQUARTERS MILITARY DIVISION MISSOURI,  
 Chicago, November 27, 1875.

Respectfully referred to Maj. Frank Bridgman, Pay Department, for his views as to the practicability of the measure proposed in this letter.  
 By command of Lieutenant-General Sheridan.

R. C. DRUM,  
*Assistant Adjutant-General.*

[Fourth indorsement.]

PAY DEPARTMENT, UNITED STATES ARMY,  
 Chicago, Ill., November 27, 1875.

I respectfully submit that, in my opinion, the measure herein proposed is perfectly feasible. The question has been repeatedly asked by officers why they were not permitted to avail themselves of the "deposit system" allowed soldiers. If the provision could be extended, many, I am

confident, would avail themselves of the privilege, and benefit not only the officer but the service.

F. BRIDGMAN,  
*Paymaster, United States Army.*

[Fifth indorsement.]

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,  
*Chicago, November 29, 1875.*

Respectfully forwarded through headquarters of the Army.

P. H. SHERIDAN,  
*Lieutenant-General, Commanding.*

[Sixth indorsement.]

HEADQUARTERS OF THE ARMY.  
*Saint Louis, December 2, 1875.*

Respectfully forwarded to the Secretary of War.

W. T. SHERMAN,  
*General.*

[Seventh indorsement.]

WAR DEPARTMENT  
ADJUTANT-GENERAL'S OFFICE,  
*December 8, 1875.*

Respectfully referred to the Paymaster-General for remark.

E. D. TOWNSEND,  
*Adjutant-General.*

[Eighth indorsement.]

PAYMASTER-GENERAL'S OFFICE,  
*December 17, 1875.*

Respectfully returned to the Adjutant-General of the Army.

Fort Buford is a large and remote post in Dakota, and these officers there stationed petition that legislation be obtained extending to officers all the provisions concerning deposits in the act of May 15, 1872, "with the single exception that officers be allowed to withdraw their deposits on the completion of each and every term of five years' service."

I cordially concur in recommending such legislation, believing that it would be beneficial to the public service.

The following are the terms of the law I recommend :

Commissioned officers of the Army are hereby authorized to make deposits of money with any Army paymaster, and all the provisions and restrictions of the act of May 15, 1872, "establishing a system of deposits," are hereby made applicable to such deposits: *Provided*, That officers are hereby authorized to withdraw their deposits on the completion of each and every term of five years, commencing from the date of their first deposit under this act.

BENJ. ALVORD,  
*Paymaster-General.*

[Ninth indorsement.]

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*Washington, December 21, 1875.*

Respectfully submitted to the Secretary of War, together with similar applications from officers at North Platte, Nebr.

E. D. TOWNSEND,  
*Adjutant-General.*

## DEPOSITS WITH PAYMASTERS.

[Inclosure to preceding indorsement.]

NORTH PLATTE, NEBR.

SIR: This application is identical with the first two paragraphs of that of the officers at Fort Buford, D. T., and is signed by:

JAMES HENTON,

*Captain Twenty-third Infantry.*

C. D. COWLES,

*Second Lieut. Twenty-third Infantry.*

The Hon. SECRETARY OF WAR.

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*January 4, 1876.*

Official copy.

E. D. TOWNSEND,  
*Adjutant-General.*

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DEPOSITS WITH PAYMASTERS.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A petition of officers for legislation to enable officers of the Army to make deposits with paymasters.*

---

JANUARY 12, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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WAR DEPARTMENT, *January 7, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives, in connection with petition relating to the same subject transmitted December 31st last, petition of Lieut. Col. C. C. Gilbert, Seventh Regiment United States Infantry, and others, for such legislation as will enable officers of the Army to make deposits of money with Army paymasters.

WM. W. BELKNAP,  
*Secretary of War.*

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*To the honorable the Secretary of War:*

SIR: The undersigned respectfully request that at the next session of Congress you will procure such legislation as will enable officers of the Army to make deposits of money with Army paymasters, subject to the same restrictions and provisions, as to interest, forfeitures, &c., as are now authorized for enlisted men, with the single exception that officers be allowed to withdraw their deposits on the completion of each and every term of five years' service.

Such a law, it is believed, would enable officers having families, or others dependent upon them, to make much more certain provision for their heirs than is now possible with life-insurance companies, or in other commercial ventures.

C. C. GILBERT,  
*Lieut. Col. Seventh Infantry.*

RICH. COMBA,  
*Captain Seventh Infantry.*

W. CLIFFORD,  
*Captain Seventh Infantry.*

W. I. REED,  
*First Lieut. Seventh Infantry.*

DANL. ROBINSON,  
*First Lieut. Seventh Infantry.*

J. T. VAN ORSDALE,  
*Second Lieut. Seventh Infantry.*

GEO. S. YOUNGS,  
*Second Lieut. Seventh Infantry.*





RIGHT OF WAY THROUGH CAMP DOUGLAS RESERVATION.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A copy of a report by the commanding officer at Camp Douglas, Utah, on H. R. 4301, Forty-third Congress, second session, on the right of way through the Government reservation at that post.*

JANUARY 12, 1876.—Referred to the Committee on the Public Lands and ordered to be printed.

WAR DEPARTMENT, December 31, 1875.

The Secretary of War has the honor to transmit to the House of Representatives, for the information of the Committee on the Public Lands, copy of a report from the commanding officer of Camp Douglas, Utah, on House bill 4301, Forty-third Congress, second session, granting the right of way through the Government reservation at Camp Douglas.

WM. W. BELKNAP,  
*Secretary of War.*

FEBRUARY 6, 1875.

House Committee on the Public Lands, Hon. W. Townsend, chairman. Incloses for report and recommendation House bill 4301, granting the right of way through the Government reservation at Camp Douglas, Utah Territory, for a line of railway from Salt Lake City to or near the stone quarries of Red Butte Cañon.

[1st indorsement.]

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
Washington, February 10, 1875.

Official copy respectfully referred, through Headquarters of the Army, to the commanding general Department of the Platte for early report.

To be returned.

By order of the Secretary of War.

E. D. TOWNSEND,  
*Adjutant-General.*

2 RIGHT OF WAY THROUGH CAMP DOUGLAS RESERVATION.

[2d indorsement.]

HEADQUARTERS OF THE ARMY,  
*Saint Louis, February 13, 1875.*

Respectfully transmitted, through headquarters Division of the Missouri.

By command of General Sherman.

WM. D. WHIPPLE,  
*Assistant Adjutant-General.*

[3d indorsement.]

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,  
*Chicago, February 15, 1875.*

Respectfully transmitted to the commanding general Department of the Platte.

By command of Lieutenant-General Sheridan.

R. C. DRUM,  
*Assistant Adjutant-General.*

[4th indorsement.]

HEADQUARTERS DEPARTMENT OF THE PLATTE,  
*Omaha, Nebr., February 24, 1875.*

Respectfully referred to the commanding officer Camp Douglas for remark and recommendation and early report.

By command of Brigadier-General Ord.

GEO. D. RUGGLES,  
*Assistant Adjutant-General.*

[Received headquarters Camp Douglas, March 1, 1875.]

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*Washington, November 20, 1875.*

SIR: I have the honor, by direction of the Secretary of War, to invite your attention to copy of communication from the chairman House Committee on the Public Lands, covering House bill 4301, (second session Forty-third Congress,) granting right of way through the United States military reservation of Camp Douglas, Utah, referred to you from this Office, on the 10th February last, for *early report*, and to request that the desired report may be forwarded with the least practicable delay.

Very respectfully, your obedient servant,

E. D. TOWNSEND,  
*Adjutant-General.*

To the COMMANDING GENERAL *Department of the Platte.*  
(Through Headquarters of the Army.)

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HEADQUARTERS CAMP DOUGLAS, UTAH,  
*November 30, 1875.*

SIR: I have the honor to return herewith Hon. W. Townsend's, M. C., letter to the honorable Secretary of War, together with copy of House of Representatives bill No. 4301, referring to the right of way through

the military reservation of Camp Douglas, Utah Territory, forwarded with instructions for early report.

I have to state, in explanation, that the papers were received at this post March 1, 1875, too late to be returned before the adjournment of Congress. As soon as received, however, before I could make an intelligent report, I called upon parties named in the bill for an expression of their views, so that I could ascertain what they desired. They promised to do so from time to time, and recently I called the attention of the Delegate from the Territory to the matter, who promised to confer with me upon the subject before leaving for Washington. As he has failed to do so, I now return the papers with the following remarks, viz:

"If the object is really to get at or near the stone quarries of Red Butte Cañon, the right of way to the extent of 200 feet on each side of the railroad cannot be given east of the occupied portion of the reservation without serious detriment to the Government."

Very respectfully, your obedient servant,

JNO. E. SMITH,

*Colonel Fourteenth Infantry, Commanding.*

To the ASSISTANT ADJUTANT-GENERAL,

*Headquarters Department of the Platte, Omaha, Nebr.*

[5th indorsement.]

HEADQUARTERS DEPARTMENT OF THE PLATTE,

*Omaha, Nebr., December 15, 1875.*

Respectfully returned to the Adjutant-General of the Army. Attention is invited to the report of Colonel Smith, inclosed.

GEORGE CROOK,

*Brigadier-General, Commanding.*

○



PATRICK NOONAN.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*Copy of the proceedings of a board of survey at Fort Leavenworth, Kansas, in case of Patrick Noonan, and recommending a gratuitous issue of clothing to the same.*

---

JANUARY 12, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

---

WAR DEPARTMENT, December 31, 1875.

The Secretary of War has the honor to transmit to the House of Representatives copy of proceedings of a board of survey, convened at Fort Leavenworth, Kans., March 10, 1875, in the case of Patrick Noonan, private Company G, Fifth Regiment of Infantry, with the recommendation that an act be passed authorizing the gratuitous issue of clothing to Private Noonan, in lieu of that destroyed by fire, as shown by the proceedings of the board of survey.

WM. W. BELKNAP,  
*Secretary of War.*

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JOINT RESOLUTION authorizing the issue of clothing to private Patrick Noonan, Company G, Fifth United States Infantry.

*Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of War be, and he is hereby, authorized to issue to Private Patrick Noonan, Company "G," Fifth United States Infantry, clothing in lieu of and equal in amount to that lost by him at the burning of the stables at Fort Leavenworth, Kansas, on the twenty-third day of January, eighteen hundred and seventy-five, as shown and recommended in the report of the board of survey convened under provisions of General Order number thirteen, War Department, by Special Order number twenty-nine, Headquarters Fort Leavenworth, Kansas, of date of March 9th, eighteen hundred and seventy-five.*

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FORT LEAVENWORTH, KANSAS,  
February 15, 1875.

To the POST ADJUTANT,  
Fort Leavenworth, Kansas,  
(Through Post Quartermaster and Company Commander):

SIR: I have the honor to request that my clothing destroyed by fire on the morning of the 23d of January, 1875, when the post stables were burned, be replaced by a gratuitous issue. I worked getting public property out of these stables until it was removed, and during this time that I was so employed my clothing in the tent used as watch

man's room, was burned up with the tent. As it was destroyed without my fault under the circumstances, when I was doing my best to save public property, I ask the Government to replace it.

Very respectfully, your obedient servant,

his  
PATRICK + NOONAN,  
mark  
Private Company G, 5th Infantry.

Witness:

JAS. R. HICKMAN.

[First indorsement.]

POST QUARTERMASTER'S OFFICE,  
FORT LEAVENWORTH, KANSAS,  
February 16, 1875.

Respectfully forwarded. From the nature of Private Noonan's duties it was necessary that his clothing should be kept in his tent as his quarters.

The request seems reasonable under the circumstances, and is recommended.

F. H. HATHAWAY,  
Lieutenant Fifth Infantry, Regt. Q. M. and A. A. Q. M.

[Second indorsement.]

COMPANY G, 5TH INFANTRY,  
FORT LEAVENWORTH, KANSAS,  
February 18, 1875.

Respectfully forwarded and recommended for approval.

SAML. OVENSCHINE,  
Captain Fifth Infantry, Commanding Company G.

[Second indorsement.]

HEADQUARTERS, FORT LEAVENWORTH, KANSAS,  
February 19, 1875.

Respectfully forwarded for the action of the department commander.

NELSON A. MILES,  
Colonel Fifth Infantry, Commanding.

[Third indorsement.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,  
ASSISTANT ADJUTANT-GENERAL'S OFFICE,  
FORT LEAVENWORTH, KANSAS,  
February 22, 1875.

Respectfully referred to the chief quartermaster of the department for remark.  
To be returned.

By command of Brigadier-General Pope:

R. WILLIAMS,  
Assistant Adjutant-General.

[Fourth indorsement.]

HEADQUARTERS DEPARTMENT MISSOURI,  
OFFICE CHIEF QUARTERMASTER,  
Fort Leavenworth, February 23, 1875.

Respectfully returned with the recommendation that the gratuitous issue of clothing be made to Private Patrick Noonan under the restrictions of paragraph 55, Appendix B of Revised Army Regulations, 1863.

STEWART VAN VLIET,  
Asst. Q. M. Gen., Brt. Maj. Gen. U. S. A., Chf. Q. M. Dept. Mo.

[Fifth indorsement.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,  
ADJUTANT-GENERAL'S OFFICE,  
Fort Leavenworth, Kansas, February 26, 1875.

Respectfully returned to the commanding officer, Fort Leavenworth, Kansas.  
Attention invited to General Order 13, War Department, Commissary Subsistence, the requirements of which will be complied with.

By command of Brigadier-General Pope:

R. WILLIAMS,  
Assistant Adjutant-General.

One inclosure.

[Inclosure to fifth indorsement.]

[General Orders No. 13.]

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
Washington, February 18, 1875.

*Gratuitous issues of clothing.*

I. To enable the Department to determine between cases coming under the provisions of paragraph 55, Appendix B, Revised Army Regulations of 1863, and those in which relief can only be afforded by special act of Congress, recommendations for gratuitous issues of clothing to replace articles lost by fire, flood, or other casualty, should in all cases be accompanied by full and specific information of the facts and circumstances attending the loss; and where relief is claimed under the provisions of said paragraph it should be so stated, and the data called for therein should be furnished, viz: report of board of survey in each case, setting forth the facts, with copies of the orders under which the clothing was lost, showing that it was lost, not by the fault of the men, but in obedience to orders given by sufficient authority. In this connection attention is invited to General Orders No. 23, May 30, 1863, from this Office, relative to gratuitous issues to replace clothing destroyed to prevent contagion.

By order of the Secretary of War:

E. D. TOWNSEND,  
*Adjutant General.*

[Sixth indorsement.]

HEADQUARTERS FORT LEAVENWORTH, KANS.,  
March 9, 1875.

Respectfully referred to Capt. Samuel Ovenshine, 5th Infantry, president of a board of survey, convened per Special Orders No. 29, current series, from these headquarters. To be returned.

By command of Col. N. A. Miles:

G. W. BAIRD,  
*First Lieut. and Adj. 5th Infantry, Post Adjutant.*

[Seventh indorsement.]

HEADQUARTERS FORT LEAVENWORTH, KANS.,  
April 16, 1875.

Respectfully forwarded to the Assistant Adjutant-General, Department of the Missouri. Attention invited to proceedings of board of survey (in triplicate) inclosed herewith.

SIMON SNYDER,  
*Captain 5th Infantry, Commanding.*

[Eighth indorsement.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,  
Fort Leavenworth, Kans.,  
April 21, 1875.

Respectfully forwarded to the Adjutant-General of the Army, (through office of the assistant adjutant-general, Military Division of the Missouri,) with recommendation that under the restrictions of Appendix B, Revised Army Regulations of 1863, the gratuitous issue of clothing, as specified in proceedings of board of survey herewith, be made to Private Noonan, to replace that destroyed by fire on the morning of January 23, 1875.

JNO. POPE,  
*Brevet Major-General, Commanding.*

One inclosure.

[Copy of inclosure to 8th indorsement.]

Proceedings of a board of survey convened at Fort Leavenworth, Kans., by virtue of the following order:

HEADQUARTERS FORT LEAVENWORTH, KANS.,  
March 9, 1875.

[Special Orders No. 29.]

Under the provisions of General Orders No. 13, War Department, current series, a board of survey, to consist of Capt. Samuel Ovenshine, Fifth United States Infantry,



First Lieut. Mason Carter, Fifth United States Infantry, Second Lieut. George P. Borden, United States Infantry, is hereby ordered to convene at this post at 11 a. m., on the 10th instant, or as soon thereafter as practicable, to investigate and report upon the facts connected with the alleged loss by fire, on or about the 22d of January, 1875, of certain clothing of Private Patrick Noonan, Company G, Fifth Infantry.

The board will determine and report whether the clothing was lost by the fault of any person, and whether competent orders existed requiring Private Noonan to keep his clothing in the building in which it was destroyed. Attention of the board is invited to the accompanying papers, which will be returned with its report.

By command of Colonel N. A. Miles:

G. W. BAIRD,  
*First Lieutenant and Adj. Fifth Infantry, Post Adjutant.*

FORT LEAVENWORTH, KANSAS,  
March 19, 1875.

The board met pursuant to the above orders. Present, Capt. Samuel Ovenshine, Fifth Infantry, First Lieut. Mason Carter, Fifth Infantry, Second Lieut. George P. Borden, Fifth Infantry.

After a careful examination of the circumstances in the case, the board finds that Private Patrick Noonan, Company G, Fifth Infantry, was duly detailed as a teamster in the quartermaster's department at Fort Leavenworth, Kans., and that he was required by orders of the post quartermaster to occupy the tent destroyed by fire on the 23d of January, 1875. That he was not required by any direct order to keep his clothing in said tent, but the nature of his duties made it necessary for him to do so. During the continuance of the fire Private Noonan was engaged in rescuing public animals from the stables, which prevented him from saving his personal property. The board would recommend that a gratuitous issue of the following articles of clothing, viz: two (2) blankets, wool; one (1) great-coat, mounted; one (1) pair trousers, foot; one (1) flannel sack-coat, lined; one (1) forage-cap, two (2) pairs drawers, two (2) shirts, one (1) pair shoes, two (2) pair stockings, be made to Private Noonan to replace those destroyed.

Appended hereto are official copies of affidavit, marked A, and of Special Orders No. 29, headquarters Fort Leavenworth, Kansas, March 9, 1875, marked B, forming part of these proceedings.

There being no further business before the board, it adjourned *sine die*.

SAMUEL OVENSHINE,  
*Captain Fifth Infantry, President.*

MASON CARTER,  
*First Lieutenant Fifth Infantry, Member.*

GEO. P. BORDEN,  
*Second Lieut. Fifth Infantry, Recorder.*

HEADQUARTERS, FORT LEAVENWORTH,  
April 16, 1875.

Examined and approved.

SIMON SNYDER,  
*Captain Fifth Infantry, commanding Post.*

#### A.

STATE OF KANSAS, Leavenworth County, ss:

Personally appeared before me, a notary public, duly appointed in and for the said county and State, Patrick Noonan, who deposeth and saith that he is a private in Company G, Fifth Infantry, and on extra duty in quartermaster's department at Fort Leavenworth, Kansas, under the direction of Lieut. F. H. Hathaway, Fifth Infantry, acting assistant quartermaster; that on the morning of January 23, 1875, a fire broke out in No. 1 company's stable at the post, while he was on duty as watchman, and that it spread with such rapidity that in a short time all the stables adjoining were in flames.

That he was employed in getting public animals out of these stables to save them, and that during the time he was so employed in saving public property, a tent used as watchman's room was destroyed by the fire, together with the following articles of

clothing, his own property, viz: Two (2) blankets, wool; one (1) great-coat, mounted; one (1) trousers, foot prs.; one (1) sack-coat, lined; one (1) forage-cap; two (2) drawers, prs.; two (2) shirts; one (1) shoes, prs.; two (2) stockings, prs.

PATRICK + NOONAN,  
his  
mark.

*Private Company G, Fifth Infantry.*

Witness:

W. L. HAZEN.

Subscribed and sworn to before me at Fort Leavenworth, Kans., this sixteenth (16) day of February, A. D. 1875.

[SEAL]

D. H. DOTY,  
Notary Public.

B.

HEADQUARTERS FORT LEAVENWORTH, KANS.,  
November 27, 1874.

[Special Orders No. 150.]

The following named enlisted men are hereby detailed on extra duty in the Quartermaster's Department, and will at once report for duty to the post quartermaster, viz: Sergeant Dennis Byrne, Company G, Fifth Infantry, as overseer in charge of stables; private Michael McCormick, Company G, Fifth Infantry, as teamster; and private Patrick Noonan, Company G, Fifth Infantry, as teamster.

By order of Capt. James S. Casey.

F. H. HATHAWAY,  
Lieut. and R. Q. M. Fifth Infantry, Post Adjutant.

[Copy of letter, with indorsements, in connection with foregoing proceedings of board of survey.]

FORT LEAVENWORTH, KANS.,  
March 19, 1875.

SIR: I have the honor to request information, for the use of the board of survey of which I am recorder, as to whether any orders from a proper source existed requiring private Patrick Noonan, Company G, Fifth Infantry, to keep his clothing in the tent which was destroyed by fire, at the time the stables were burned.

Very respectfully,

GEORGE P. BORDEN,  
Second Lieutenant Fifth Infantry, Recorder.

The POST ADJUTANT.

[First indorsement.]

HEADQUARTERS FORT LEAVENWORTH, KANS.,  
March 20, 1875.

Respectfully referred to acting assistant quartermaster.

To be returned.

By command of Col. N. A. Miles:

G. W. BAIRD,  
First Lieutenant and Adjutant Fifth Infantry, Post Adjutant.

[Second indorsement.]

POST QUARTERMASTER'S OFFICE,  
Fort Leavenworth, Kans., March 22, 1875.

Respectfully returned to the post adjutant with remark, that owing to the nature of his duties in this department, Private Noonan was required by me to occupy the tent within referred to.

F. H. HATHAWAY,  
Lieutenant and R. Q. M. Fifth Infantry, A. A. Q. M.

[Third indorsement.]

HEADQUARTERS FORT LEAVENWORTH, KANS.,  
March 23, 1875.

Respectfully returned to the board of survey convened by Special Orders No. 29, C. S., from these headquarters. Attention invited to preceding indorsement.

By order of Capt. D. H. Brotherton:

G. W. BAIRD,  
First Lieutenant and Adjutant Fifth Infantry, Post Adjutant.

## PATRICK NOONAN.

[Fourth indorsement.]

FORT LEAVENWORTH, KANS.,  
March 27, 1875.

Respectfully returned. The board needs some official information as to whether Private Noonan was required, by the orders of any person competent to give such orders, to keep his clothing in the tent referred to. The indorsement of the post quartermaster states that Private Noonan was required by him to occupy this tent. The order convening the board calls for evidence on this particular point of clothing.

SAML. OVENSCHINE,  
Captain Fifth Infantry, President of Board.

[Fifth indorsement.]

HEADQUARTERS FORT LEAVENWORTH, KANS.,  
March 30, 1875.

Respectfully returned to the post quartermaster. Attention invited to fourth indorsement.

By order of Capt. D. H. Brotherton :

G. W. BAIRD,  
First Lieutenant and Adjutant Fifth Infantry, Post Adjutant.

[Sixth indorsement.]

POST QUARTERMASTER'S OFFICE, FORT LEAVENWORTH, KANS.,  
April 5, 1875.

Respectfully returned to the post adjutant. As stated in previous indorsement from this office, Private Noonan was required by me to occupy the tent in question. Owing to the character of his duties on extra duty, it was necessary that he should sleep in the tent and be on hand at all times, and in view of this fact he was excused from nearly all company duty. Such circumstances would seem to necessitate the keeping of his clothing in the tent, and would, at any rate, warrant him in doing so, so as to entitle him to recover for their loss in the line of duty. No positive order in regard to the disposition of his clothing was ever given by me, as with such a matter, as acting assistant quartermaster, I have no concern; but it has been contemplated that men detached from their companies and occupying separate quarters, would remove their clothing thereto.

F. H. HATHAWAY,  
Lieutenant and Regimental Quartermaster Fifth Infantry,  
Acting Assistant Quartermaster.

[Seventh indorsement.]

HEADQUARTERS, FORT LEAVENWORTH, KANS.,  
April 8, 1875.

Respectfully returned to Captain Ovenshine, Fifth Infantry, president of board of survey; attention invited to preceding indorsement.

By order of Capt. D. H. Brotherton :

G. W. BAIRD,  
First Lieutenant and Adjutant Fifth Infantry, Post Adjutant.

[Continuation of indorsements on Private Noonan's letter, February 15, 1875.]

[Ninth indorsement.]

HEADQUARTERS MILITARY DIVISION MISSOURI,  
Chicago, April 24, 1875.

Respectfully forwarded to the Adjutant-General of the Army.

P. H. SHERIDAN,  
Lieutenant-General Commanding.

[Extract from opinion of the Judge-Advocate-General, dated March 27, 1875, relative to gratuitous issues of clothing.]

WAR DEPARTMENT,  
BUREAU OF MILITARY JUSTICE,  
March 27, 1875.

(3.) To the third case of clothing lost, not through the operation of military orders, entailing an equitable liability on the United States, but through the casualty of fire, the regulation is held not to extend. Such losses have heretofore, from time to time, been made good by special act or joint resolution of Congress, and to that body recourse can, in the opinion of this Bureau, only be had in the present instance.

[Tenth indorsement.]

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*Washington, April 28, 1875.*

Respectfully referred to the Judge-Advocate General, for remark as to whether or not, the circumstances attending this loss, as herein set forth, are regarded as constituting it an exception to so much of the opinion of March 27, 1875, from Bureau of Military Justice, as relates to loss of clothing through the casualty of fire.

E. D. TOWNSEND,  
*Adjutant-General.*

[Eleventh indorsement.]

WAR DEPARTMENT,  
BUREAU OF MILITARY JUSTICE,  
*April 30, 1875.*

Respectfully returned to the Adjutant General, with opinion that the circumstances of this case do not except it from the general rule governing the relieving of soldiers who have suffered loss by fire, referred to at the conclusion of the report of this Bureau of the 27th March.

The regulation, paragraph 55 of Appendix B, is construed as authorizing gratuitous issues to soldiers by the Secretary of War only where clothing has been lost by the direct operation of military orders;—as where, for instance, soldiers have been ordered to cast away or lay aside clothing, as being *impedimenta*, prejudicing the safety of a retreat, or the execution of a military movement. But where the loss has been the direct result of a casualty occurring wholly independently of military orders, as the casualty of fire, the fact that the soldier who has suffered the loss may by some previous order have been required to quarter himself in a place where his property might be endangered should a fire occur, and where it was in fact involved in the burning—is not sufficient, in the opinion of this Bureau, to bring the case within the authority of the regulation. For, in such an instance, the order given would only have contributed most indirectly and remotely to the loss, of which the fire was the direct and proximate cause.

It is held, therefore, that the loss of clothing by Nolan (?) (Noonan) can be made good only by the action of Congress.

J. HOLT,  
*Judge-Advocate General.*

[Twelfth indorsement.]

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*Washington, May 3, 1875.*

Respectfully referred to the Quartermaster-General for examination and remark, before being submitted to the Secretary of War, with a view to the presentation of the case to Congress, as suggested in indorsement of Judge-Advocate General, to which attention is invited.

E. D. TOWNSEND,  
*Adjutant-General.*

[Thirteenth indorsement.]

QUARTERMASTER-GENERAL'S OFFICE,  
*May 13, 1875.*

Respectfully returned to the Adjutant-General of the Army. The facts established by the Board of Survey are such, that it would seem that private Noonan should have the relief asked for, and since, in the opinion of the Judge-Advocate General, the case is not provided for by the regulations, it is suggested that the favorable action of Congress be recommended.

M. C. MEIGS,  
*Quartermaster-General, U. S. A.*

[Fourteenth indorsement.]

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*Washington, May 19, 1875.*

Respectfully submitted to the Secretary of War, inviting attention to indorsements hereon, from 5th to 13th, inclusive.

E. D. TOWNSEND,  
*Adjutant-General.*



LOSSES OF CLOTHING BY FIRE.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A copy of the proceedings of a board of survey held at Fort Laramie, Wyoming Territory, in case of fifty men of Company A, Second Cavalry, relative to issue of clothing in lieu of that destroyed by fire, and a recommendation that the same be gratuitously issued.*

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JANUARY 12, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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WAR DEPARTMENT, January 6, 1876.

The Secretary of War has the honor to transmit to the House of Representatives copy of the proceedings of a board of survey convened at Fort Laramie, Wyoming Territory, to inquire into and report upon the circumstances attending a fire which occurred in the camp of Company A, Second Regiment of United States Cavalry, on the 16th day of July, 1874, with the recommendation that an act be passed (draught inclosed) authorizing the issue of clothing to the fifty enlisted men of Company A, Second Cavalry, as mentioned in the proceedings of the board of survey, equal in amount to and in lieu of that lost by them at the said fire.

WM. W. BELKNAP,  
*Secretary of War.*

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JOINT RESOLUTION authorizing the issue of clothing to Company "A," Second Regiment, United States Cavalry.

*Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of War be and he is hereby authorized to issue to fifty enlisted men of Company "A," Second Regiment United States Cavalry, clothing in lieu of, and equal in amount to that lost by them at the fire which occurred in the camp of Company A, Second Cavalry, on the sixteenth day of July, eighteen hundred and seventy-four, as shown and recommended in the report of the board of survey, convened under special order number one hundred and thirty-eight, headquarters Fort Laramie, Wyoming Territory, of date of July seventeenth, eighteen hundred and seventy-four.*

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FORT FRED STEELE, WYO.,  
January 19, 1875.

GENERAL: I have the honor to herewith inclose a statement of the amount of clothing lost by fire by the enlisted men of Company A, Second Cavalry, at Fort Laramie, Wyo. T., on the 16th July, 1874; also, a copy of the proceedings of a board of survey convened at the time to investigate the circumstances of the case.

## LOSSES OF CLOTHING BY FIRE.

The statement shows a large amount of clothing in the possession of the enlisted men, but as the company was ordered into the field on the 15th February, 1874, they required all the clothing they could get. Being in camp during the summer, they had no place to store their extra blankets and other heavy clothing, except in the tents.

I respectfully request that some action may be taken to re-imburse the enlisted men of Company A, Second Cavalry, for this, to them, heavy loss.

I am, very respectfully, your obedient servant,

THOS. B. DEWEES,

Captain Second Cavalry, Commanding Company A.

ADJUTANT-GENERAL, U. S. A.,  
Washington, D. C.

We, the undersigned members of Company A, Second Cavalry, do hereby certify that, at a fire which took place at camp near Fort Laramie, Wyoming Territory, July 16, 1874, we lost the several articles of clothing set opposite our respective names.

Name.		Forage caps.	Great coats.	Blouses.	Overalls.	Trousers.	Shirts.	Drawers.	Stockings.	Boots.	Blankets.	Total.
		\$1.00.	\$6.44.	\$5.40.	\$0.80.	\$4.50.	\$1.00.	\$0.67.	\$0.28.	\$4.80.	\$4.80.	
William H. Butterworth.....	Sergeant.....		1		1				3	1	2	\$22.09
Charles A. Maude.....	do.....		1	2		1	2			1	2	37.84
Theodore Polchow.....	do.....	1	1	2	2	2	4	3	4	2	4	64.25
Charles M. Sheldon.....	do.....	1	1	1		2	2	2	4	1	2	40.57
John A. Carr.....	Corporal.....		1	2		2	2	4	6	2	3	55.94
William Mulligan.....	Trumpeter.....						2	2	4			4.46
John A. Bott.....	Farrier.....	1	1	1	1		2	2	2	1		13.47
Frederick France.....	Saddler.....		1	1	2	2		2		1	2	37.97
Charles Austin.....	Private.....			1			1	2				8.54
James Branagan.....	do.....		1	1					2	1		16.69
Antonio Brogerri.....	do.....	1	1	1		1		1				11.74
Martius Cook.....	do.....			1		1	2	2	3		1	19.03
Henry C. Campbell.....	do.....					1	1	2				6.93
Thomas J. Dicklason.....	do.....			2		2	1	3	3	1	3	42.70
Uriah Donaldson.....	do.....		1	1		1	2	2	3	1		24.90
Michael Duffy.....	do.....		1	1		1	2	1	2	1		18.55
George France.....	do.....	1	1	1		1	2	3			2	24.80
Hugh Green.....	do.....	1	1	1	1	1	3	3	2	1		21.73
James P. Henry.....	do.....		1			1					2	11.03
James H. Hull.....	do.....		1	1		1	1	1	1	1	2	32.39
Ferdinand Knupper.....	do.....		1	1	1	2	1	2	3	4	3	36.14
Edward T. Langdon.....	do.....	1	1	1		5	1	3				19.45
Edward Lewis.....	do.....	1	1	1	2	1	2	2		1	2	36.46
Rudolph Laffelbein.....	do.....	1	1	1		1	2	2	4	1		26.26
Thomas Lynch.....	do.....		1	1	1	2	3	2	4		2	29.76
Michael Mullen.....	do.....	1	1	1	1	1	1	1	1	1	1	29.41
Daniel Morgan.....	do.....		1	1	1	1				1	2	30.44
Charles E. Montell.....	do.....	1	1	1	1	1	1	1	2		1	25.40
Richard Mallory.....	do.....	1	1	1	2	1	2	3	3	1	3	42.81
Frederick Muller.....	do.....	1	1	1	1	2	2	2	2	1	6	60.25
Daniel E. Munger.....	do.....					1	2	2	4	1		13.34
John Murphy.....	do.....		1	2		1	4	3	4	1	3	47.83
Christopher McIntyre.....	do.....		1	1							5	36.14
Robert Noonan.....	do.....	1	1	1	2	1	3	3	2	1	8	62.45
John Nelson.....	do.....	1	1	1		1	2	2		1	1	23.56
David W. Neil.....	do.....	1	1	1	2	2	2	1	2	1	4	50.66
James O'Neil.....	do.....					1	1	2	2			7.49
William J. Porter.....	do.....	1				1	4	3	4	1	4	36.53
William L. Pegan.....	do.....			1		1	1	2	2		1	17.75
Theodore H. Reesman.....	do.....					1	1	2	2		1	12.35
John Rea.....	do.....	1	1	1		1	2	2	2	1	4	45.14
William Roach.....	do.....	1		1		2	4	4	4	1	2	37.47
Michael Reynolds.....	do.....	1	1	1		2	4	4	4	1	2	43.91
Thomas A. Secord.....	do.....			1		2	2	2		1	2	31.93
Charles Spencer.....	do.....	1	1		1	1		2		1	3	33.12
Thomas Simpson.....	do.....	1	1	2		2	2	2	3	1	2	45.69
George W. Sweeney.....	do.....								3		2	15.96
James Walsh.....	do.....	1	1	1		1	6	4	4	1	2	41.32
Charles Wintermute.....	do.....					1					1	15.89
Walter Wilson.....	do.....	1	1	1		1	3	3	3	1	3	42.23
Total.....		24	30	44	22	54	90	95	107	35	94	1,512.78

I certify the above is correct:

THOS. B. DEWEES,  
Capt. in Second Cavalry, Commanding Company A.

[Special Orders No. 138.]

HEADQUARTERS FORT LARAMIE, WYO.,  
July 17, 1874.

A board of officers, to consist of Capt. E. J. Spaulding, Second Cavalry; First Lieut. T. J. Gregg, Second Cavalry; Second Lieut. D. C. Pearson, Second Cavalry, is hereby ordered to convene at this post at 12 m. of this day, or as soon thereafter as practicable, to inquire into and report upon the circumstances attending a fire that occurred in the camp of Company A, Second Cavalry, on the 16th instant.

By order of Major Blunt:

JOHN MURPHY,  
Second Lieutenant Fourteenth Infantry, Post-Adjutant.FORT LARAMIE, WYO.,  
July 18, 1874.

The board met pursuant to the foregoing order. All the members were present.

The board inquired into the circumstances of the fire referred to in the order, and reported as follows:

That the origin of the fire was in the shade of tent No. 5, in the street of Company A, Second Cavalry. The board was unable to find by whom or in what manner the fire was started. The shade was an arbor of pine trees with but two breaks. These breaks saved the burning of three tents upon the right and two upon the left of the line. With these exceptions the whole line of tents was destroyed by the fire, whose spread was very rapid on account of the strong wind blowing, and the very combustible nature of the pines.

E. J. SPAULDING,  
Captain Second Cavalry.  
T. J. GREGG,  
First Lieutenant Second Cavalry.  
D. C. PEARSON,  
Second Lieutenant Second Cavalry.

[Indorsement.]

HEADQUARTERS DEPARTMENT OF THE PLATTE,  
Omaha, Nebr., August 7, 1874.

Approved.

By command of Brigadier-General Ord:

GEO. D. RUGGLES,  
Assistant Adjutant-General.

[Indorsements.]

HEADQUARTERS FORT FRED STEELE, WYO.,  
January 20, 1875.

Respectfully transmitted to the Adjutant-General of the Army approved, through headquarters Department of the Platte.

THOS. B. DEWEES,  
Captain Second Cavalry, Commanding Post.HEADQUARTERS DEPARTMENT OF THE PLATTE,  
Omaha, Nebr., January 27, 1875.

Respectfully forwarded, through headquarters Military Division of the Missouri, to the Adjutant-General, U. S. A., approved.

GEO. D. RUGGLES,  
Assistant Adjutant-General, in absence of the Brigadier-General, Commanding.HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,  
Chicago, January 29, 1875.

Respectfully forwarded to the Adjutant-General of the Army.

In the absence of the lieutenant-general commanding:

R. C. DRUM,  
Assistant Adjutant-General.WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
Washington, February 3, 1875.

Respectfully referred to the Quartermaster-General, for remark.

E. D. TOWNSEND,  
Adjutant-General.



## LOSSES OF CLOTHING BY FIRE.

QUARTERMASTER-GENERAL'S OFFICE,  
February 5, 1875.

Respectfully returned to the Adjutant-General of the Army. Issues of clothing in kind may be made as provided for in paragraph 55, Appendix B, Revised Regulations of the Army, not payments of money.

J. D. BINGHAM,  
*Acting Quartermaster-General, Brevet Brigadier-General, U. S. A.*

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
Washington, February 9, 1875.

Respectfully returned, through headquarters Military Division of the Missouri, to the commanding general Department of the Platte, inviting attention to preceding indorsement of the Quartermaster-General, and for the necessary preliminary action in accordance with the paragraph of Regulations cited, if these cases come under its provisions.

These papers to be returned with report.  
By order of the Secretary of War.

E. D. TOWNSEND,  
*Adjutant-General.*

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,  
Chicago, February 13, 1875.

Respectfully returned to the commanding general Department of the Platte for the action called for in the Adjutant-General's indorsement herein.

By command of Lieutenant-General Sheridan.

R. C. DRUM,  
*Assistant Adjutant-General.*

HEADQUARTERS DEPARTMENT OF THE PLATTE,  
Omaha, Nebr., February 15, 1875.

Respectfully returned to the commanding officer Fort Fred Steele, Wyo., for action in accordance with requirements of fifth indorsement.

By command of Brigadier-General Ord.

GEO. D. RUGGLES,  
*Assistant Adjutant-General.*

HEADQUARTERS FORT FRED STEELE, WYO.,  
February 18, 1875.

Respectfully returned to the commanding officer Company A, Second Cavalry, for action under the foregoing indorsements.

By order of Captain Dewees.

D. C. PEARSON,  
*Second Lieutenant Second Cavalry, Post-Adjutant.*

HEADQUARTERS COMPANY A, SECOND CAVALRY,  
Fort Fred Steele, Wyo., March 1, 1875.

Respectfully returned to post-headquarters, with an additional clothing-receipt roll showing the clothing that was issued to the enlisted men of Company A, Second Cavalry, to replace that lost by the fire. This clothing was charged to the men on their clothing-account.

I respectfully request that the charges against the men of Company A, Second Cavalry, may be made an extra issue under paragraph 55, Appendix B, Revised Army Regulations of 1863, and that the amount charged against the men may be credited on their respective clothing-accounts.

THOS. B. DEWEES,  
*Captain Second Cavalry, Commanding Company.*

NOTE.—The additional clothing-receipt roll, purporting to accompany foregoing indorsement, was not received with papers at the Adjutant-General's Office.

HEADQUARTERS FORT FRED STEELE, WYO.,  
March 1, 1875.

Respectfully returned to Department headquarters.

THOS. B. DEWEES,  
*Captain Second Cavalry, Commanding Post.*

HEADQUARTERS DEPARTMENT OF THE PLATTE,  
Omaha, Nebr., March 5, 1875.

Respectfully referred to the chief quartermaster of the Department, for remark.  
GEO. D. RUGGLES,  
Assistant Adjutant-General.

HEADQUARTERS DEPARTMENT OF THE PLATTE,  
OFFICE CHIEF QUARTERMASTER,  
Omaha, Nebr., March 10, 1875.

Respectfully returned to the Adjutant-General, Department of the Platte. Unless there has been recent legislation on this subject, an act of Congress is necessary to authorize the issue requested, the law upon which the regulation is based having expired with the late war. It will be observed by reference to the paragraph mentioned that the evidence submitted must show that the loss occurred through no fault or neglect of the men; the report of the board is silent on this point, so far as any positive evidence appears.

ALEX. J. PERRY,  
Chief Quartermaster.

HEADQUARTERS DEPARTMENT OF THE PLATTE,  
Omaha, Nebr., March 13, 1875.

Respectfully returned to the commanding officer Fort Fred Steele, Wyo. Attention is invited to the thirteenth indorsement.

By command of Brigadier-General Ord:

GEO. D. RUGGLES,  
Assistant Adjutant-General.

HEADQUARTERS FORT FRED STEELE, WYO.,  
March 17, 1875.

Respectfully returned to the company commander Company A, Second Cavalry.  
By order of Captain Dewees:

D. C. PEARSON,  
Second Lieutenant Second Cavalry, Post-Adjutant.

COMPANY A, FORT FETTERMAN, WYO.,  
December 1, 1875.

Respectfully returned to the Adjutant-General U. S. A., through headquarters Fort Fetterman. I earnestly request that the within amount of clothing due enlisted men of Company A, Second Cavalry, may be re-imbursed to them in the money-value by special act of Congress, and that these papers may be sent to the proper person or persons for the necessary action. I further request that I may be advised if I am required to take further action to bring it before the Congress that will soon be in session.

THOS. B. DEWEES,  
Captain Second Cavalry, Commanding Company A.

HEADQUARTERS FORT FETTERMAN, WYO.,  
December 1, 1875.

Respectfully forwarded approved.

E. M. COATES,  
Captain Fourth Infantry, Commanding Post.

HEADQUARTERS DEPARTMENT OF THE PLATTE,  
Omaha, Nebr., December 7, 1875.

Respectfully forwarded, through headquarters Military Division of the Missouri to the Adjutant-General of the Army.

GEO. D. RUGGLES,  
Assistant Adjutant-General, in absence of the Brigadier-General, Commanding.

HEADQUARTERS MILITARY DIVISION MISSOURI,  
Chicago, December 11, 1875.

Respectfully returned to the Adjutant-General of the Army.

P. H. SHERIDAN,  
Lieutenant-General, Commanding.

## LOSSES OF CLOTHING BY FIRE.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,

December 15, 1875.

Respectfully returned to the Quartermaster-General for further remark and recommendation, inviting attention, in connection with preceding indorsements, to General Orders, No. 13, February 18, 1875, from this Office, and accompanying extracts from an opinion of the Judge-Advocate-General, dated March 27, 1875.

E. D. TOWNSEND,

*Adjutant-General.*

[Inclosures to foregoing indorsements.]

[General Orders, No. 13.]

WAR DEPARTMENT,

ADJUTANT-GENERAL'S OFFICE,

Washington, February 18, 1875.

*Gratuitous issues of clothing.*

I. To enable the Department to determine between cases coming under the provisions of Paragraph 55, Appendix B, Revised Army Regulations of 1863, and those in which relief can only be afforded by special act of Congress, recommendations for gratuitous issues of clothing to replace articles lost by fire, flood, or other casualty, should in all cases be accompanied by full and specific information of the facts and circumstances attending the loss; and where relief is claimed under the provisions of said paragraph, it should be so stated, and the data called for therein should be furnished, viz: report of board of survey in each case, setting forth the facts, with copies of the orders under which the clothing was lost, showing that it was lost, not by the fault of the men, but in obedience to orders given by sufficient authority. In this connection attention is invited to General Orders, No. 23, May 30, 1868, from this Office, relative to gratuitous issues to replace clothing destroyed to prevent contagion.

By order of the Secretary of War.

E. D. TOWNSEND,

*Adjutant-General.*

WAR DEPARTMENT,

BUREAU OF MILITARY JUSTICE.

March 27, 1875.

Respectfully returned to the Adjutant-General, with opinion as follows:

Paragraph 55 of Regulations for the Quartermaster's Department, General Regulations, Appendix B, page 515, is regarded as authorizing the Secretary of War to make "gratuitous issues of clothing" to soldiers in all cases where necessary clothing has been lost by them, without fault on their part and in consequence of the operations of military orders—the facts to be found by a board of survey.

3. To the third case of clothing lost, not through the operation of military orders, entailing an equitable liability on the United States, but through the casualty of fire, the regulation is held not to extend. Such losses have heretofore, from time to time, been made good by special act or joint resolution of Congress, and to that body recourse can, in the opinion of this Bureau, only be had in the present instance.

J. HOLY,

*Judge-Advocate-General.*

WAR DEPARTMENT,

April 2, 1875.

The Secretary of War concurs in the views of the Judge-Advocate-General.

H. T. CROSBY,

*Chief Clerk.*

QUARTERMASTER-GENERAL'S OFFICE,

December 20, 1875.

Respectfully returned to the Adjutant-General of the Army, with recommendation that relief be asked from Congress.

RUFUS INGALLS,

*Acting Quartermaster-General, Bvt. Major-General, U. S. A.*

Official copy:

E. D. TOWNSEND,

*Adjutant-General.*

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,

December 30, 1870.

ISSUE OF CLOTHING TO PRIVATES HEGNER AND COLLINS.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A copy of the proceedings of a board of survey for investigation of the fire at Fort Abraham Lincoln, Dak., November 10, 1874, recommending a gratuitous issue of clothing to sufferers therein named.*

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JANUARY 12, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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WAR DEPARTMENT, December 31, 1875.

The Secretary of War has the honor to transmit to the House of Representatives a copy of the proceedings of a board of survey convened for the purpose of investigating the origin of the fire at Fort Abraham Lincoln, Dak., November 10, 1874, with the recommendation that an act be passed authorizing a gratuitous issue of clothing to Privates Hegner and Collins, in lieu of that destroyed while engaged in saving the property from destruction by fire, as shown in the proceedings of the board of survey.

WM. W. BELKNAP,  
*Secretary of War.*

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*Extract from proceedings of a board of officers convened by the following special orders.*

[Special Orders, No. 213.]

HEADQUARTERS FORT ABRAHAM LINCOLN, DAK., November 11, 1874.

I. A board of officers is hereby ordered to convene this morning at cavalry-barracks at 10 o'clock a. m., for the purpose of investigating and reporting upon the loss by fire of one of the cavalry-stables. The board will ascertain the amount of public and private property destroyed, and will, if possible, fix the responsibility.

*Detail for the board.*—Maj. James F. Weeds, surgeon, U. S. A.; Capt. John S. Poland, Sixth Infantry; First Lieut. Henry J. Nowlan, regimental quartermaster, Seventh Cavalry.

By order of Lieut. Col. Wm. P. Carlin.

JAMES CALHOUN,  
*First Lieut. Seventh Cavalry, Post-Adjutant.*

FORT ABRAHAM LINCOLN, DAK., November 11, 1874.

The board having met pursuant to the above order, present all the members, proceeded to inquire into the matter before it, and, from the

## 2 ISSUE OF CLOTHING TO PRIVATES HEGNER AND COLLINS.

testimony of witnesses and evidence adduced in the case, arrived at the following conclusions:

1st. That the fire was accidental, and the board attaches no blame to any one.

2d. That the fire originated in the roof from a defective flue.

3d. That it was conducted by the tarred paper, used as additional covering between the sheeting-planks and the shingles.

4th. The flue consisted of a hole cut in the roof covered with sheet tin, through which the stove-pipe passed, a space of two to four inches being left between the pipe and the wood, similar to many others which have been used at this post during the winter of 1873 and 1874 without loss.

5th. The stable was constructed of light pine lumber, rendered more susceptible to ignition by the presence of the very inflammable paper referred to.

6th. The board condemns the employment of such material in the construction of quarters, barracks, and warehouses, as well as stables.

7th. This event has proved the absence of necessary apparatus for the extinguishment of fires, such as hooks, hydrants, axes, ladders, buckets, or fire-engines, and suggests that a fire-engine would be an economical provision for such emergencies.

8th. That the fire could not be quenched or checked or any portion of the public property or stable saved from loss; and this they attribute to the use of the conductor, tarred paper, in the construction of the roof.

The private property destroyed included the following articles, viz :

(See affidavit marked F.)

One overcoat.....	\$6 44
Two pair trousers, mounted.....	9 18
Two pairs drawers.....	1 34
One helmet, complete.....	5 47
One uniform-coat.....	10 80
One pair boots.....	4 29
One pair shoes.....	2 55
One forage-cap.....	1 08
Two flannel shirts.....	2 00
One blanket.....	4 86
Total value \$48.	

(See affidavit marked G.)

One blanket.....	4 86
Two pairs overalls.....	1 60
One pair trousers, mounted.....	4 59
One pair shoes.....	2 55
One blouse, lined.....	5 40
One overcoat, mounted.....	6 44
Two flannel shirts.....	2 00
One forage-cap.....	1 08
Total value, \$28.52.	

There being no further business before the board, it adjourned *sine die*.

JAMES F. WEEDS,  
Major and Surgeon United States Army, President.  
J. S. POLAND,  
Captain Sixth Infantry, Member.  
H. J. NOWLAN,  
First Lieut. R. Q. M., Seventh Cavalry, Recorder.

HEADQUARTERS FORT ABRAHAM LINCOLN, DAK.,  
November 15, 1874.

The proceedings and recommendations of the board of officers are approved. The attention of the Department commander is respectfully invited to the recommendations of the board in the matter of using tarred paper in public buildings, and also their recommendation in reference to providing adequate means of extinguishing fire.

W. P. CARLIN,  
*Lieutenant Colonel Seventeenth Infantry, Commanding.*

F.

TERRITORY OF DAKOTA,  
*Fort Abraham Lincoln, ss :*

Personally appeared before me, First Lieut. W. W. Cook, adjutant Seventh Cavalry, Private Francis Hegner, Company F, Seventh Cavalry, who being duly sworn according to law, deposes and says: That on the 10th day of November, 1874, one of the cavalry stables at Fort Abraham Lincoln, Dak., was destroyed by fire, and that the following articles of clothing, the property of deponent, were entirely consumed, viz: One overcoat, mounted, \$6.44; two pairs trousers, mounted, \$9.18; two pairs drawers, \$1.34; one helmet, complete, \$5.47; one uniform-coat, \$10.80; one pair boots, \$4.29; one pair shoes, \$2.55; one forage-cap, \$1.08; two flannel shirts, \$2; and one woolen blanket, \$4.86. Total value, \$48.01.

FRANCIS HEGNER,  
*Private Company F, Seventh Cavalry.*

Sworn and subscribed to before me this 12th day of November, 1874.

W. W. COOK,  
*First Lieut. Adjutant Seventh Cavalry.*

I certify that Paragraph 1031, Revised Army Regulations 1863, has been complied with.

HENRY J. NOLAN,  
*First Lieut. and R. Q. M. Seventh Cavalry.*

I certify that Private Francis Hegner, Company F, Seventh Cavalry, during the fire on the 10th day of November, 1874, assisted in saving seven public horses, and on account of it lost the personal effects within mentioned.

HENRY J. NOWLAN,  
*First Lieut. and R. Q. M. Seventh Cavalry.*

G.

TERRITORY OF DAKOTA,  
*Fort Abraham Lincoln, ss :*

Personally appeared before me, First Lieut. W. W. Cook, adjutant Seventh Cavalry, Private John C. Collins, Company G, Seventh Cavalry, who being duly sworn according to law, deposes and says: That on the 10th day of November, 1874, one of the cavalry stables at Fort Abraham Lincoln, Dak., was destroyed by fire, and that the following articles of clothing, the property of deponent, were entirely consumed, viz: One woolen blanket, \$4.86; two pairs overalls, \$1.60; one pair trousers,

**4 ISSUE OF CLOTHING TO PRIVATES HEGNER AND COLLINS.**

mounted, \$1.59; one pair shoes, \$2.55; one blouse, lined, \$5.40; one overcoat, \$6.44; two flannel shirts, \$2; and one forage-cap, \$1. Total value, \$28.52.

J. C. <sup>his</sup> + COLLINS,  
<sup>mark.</sup>  
*Private Company G, Seventh Cavalry.*

Sworn and subscribed to before me this 12th day of November, 1874.  
W. W. COOK,  
*First Lieut. and Adjutant Seventh Cavalry.*

I certify that Paragraph 1031, Revised Army Regulations 1863, has been complied with.

HENRY J. NOWLAN,  
*First Lieut. and R. Q. M., Seventh Cavalry.*

I certify that Private John C. Collins, Company G, Seventh Cavalry, during the fire of the 10th day of November, 1874, assisted in saving seven public horses, and on account of it lost the personal effects within mentioned.

HENRY J. NOWLAN,  
*First Lieut. and R. Q. M., Seventh Cavalry.*

*Indorsements on proceedings.*

[First indorsement.]

HEADQUARTERS DEPARTMENT OF DAKOTA,  
*Saint Paul, Minn., July 4, 1875.*

Respectfully referred to the chief quartermaster of the department for remarks and recommendations.

By command of Brigadier-General Terry.

R. P. HUGHES,  
*Capt. Third Infantry, Act. Asst. Adjt.-General.*

[Second indorsement.]

HEADQUARTERS DEPARTMENT OF DAKOTA,  
OFFICE CHIEF QUARTERMASTER,  
*Saint Paul, Minn., July 10, 1875.*

Respectfully returned to the assistant adjutant-general, recommending approval.

BENJ. C. CARD,  
*Bvt. Brig. Gen. U. S. A., Chief Quartermaster.*

[Third indorsement.]

HEADQUARTERS DEPARTMENT OF DAKOTA,  
*Saint Paul, Minn., July 19, 1875.*

Respectfully returned, approved and confirmed.  
By command of Brigadier-General Terry.

O. D. GREENE,  
*Assistant Adjutant-General.*

OFFICE OF THE POST QUARTERMASTER,  
*Fort Abraham Lincoln, Dak., July 27, 1875.*

GENERAL: In conformity with paragraph 1, General Orders No 13, current series, War Department, Adjutant-General's Office, I have the honor to transmit herewith extract of the proceedings of a board of officers convened at this post per Special Orders No. 213, headquarters Fort Abraham Lincoln, Dak., November 11, 1874, relative to the loss by fire of clothing appertaining to Privates Francis Hegner, Company F, and John C. Collins, Company G, Seventh Cavalry, with the request to submit the same to the Secretary of War for action and recommendation for gratuitous issue to replace the articles lost.

I am, general, very respectfully, your obdt. servt.,

H. J. NOWLAN,

*First Lieut. & R. Q. M. Seventh Cavalry, A. A. Q. M., U. S. A.*

The ADJUTANT-GENERAL, U. S. A.,

*Washington, D. C.*

(Through post headquarters.)

[General Orders No. 13.]

WAR DEPARTMENT, ADJUTANT GENERAL'S OFFICE,  
*Washington, February 18, 1875.*

*Gratuitous issues of clothing.*

I. To enable the Department to determine between cases coming under the provisions of Paragraph 55, Appendix B, Revised Army Regulations of 1863, and those in which relief can only be afforded by special act of Congress, recommendations for gratuitous issues of clothing to replace articles lost by fire, flood, or other casualty, should in all cases be accompanied by full and specific information of the facts and circumstances attending the loss; and where relief is claimed under the provisions of said paragraph it should be so stated, and the data called for therein should be furnished, viz: report of board of survey in each case, setting forth the facts, with copies of the orders under which the clothing was lost, not by the fault of the men, but in obedience to orders given by sufficient authority. In this connection attention is invited to General Orders No. 23, May 30, 1868, from this Office, relative to gratuitous issues to replace clothing destroyed to prevent contagion.

By order of the Secretary of War.

E. D. TOWNSEND,  
*Adjutant-General.*

[First indorsement.]

HEADQUARTERS FORT ABRAHAM LINCOLN, DAK.,

*July 29, 1875.*

Respectfully forwarded.

G. A. CUSTER,  
*Lieut. Col. Seventh Cavalry, Bvt. Maj. Gen. U. S. A.*

[Second indorsement.]

HEADQUARTERS DEPARTMENT OF DAKOTA,  
*Saint Paul, Minn., August 3, 1875.*

Respectfully forwarded to the Adjutant-General of the Army.

ALFRED H. TERRY,  
*Brigadier-General, Commanding.*

*Extract from an opinion of the Judge-Advocate-General, dated April 30, 1875.*

The regulation (paragraph 55 of Appendix B) is construed as authorizing gratuitous issues to soldiers, by the Secretary of War, only where clothing has been lost by the direct operations of military orders, as where, for instance, soldiers have been ordered



## 6 ISSUE OF CLOTHING TO PRIVATES HEGNER AND COLLINS.

to cast away or lay aside clothing as being impediments, prejudicing the safety of a retreat or the execution of a military movement. But when the loss has been the direct result of a casualty occurring wholly independently of military orders, as the casualty of fire, the fact that the soldier who has suffered the loss may, by some previous order, have been required to quarter himself in a place where his property might be endangered should a fire occur, and when it was in fact involved in the burning, is not sufficient, in the opinion of this Bureau, to bring the case within the authority of the regulations; for in such instance the order given would only have contributed most indirectly and remotely to the loss, of which the fire was the direct and proximate cause.

J. HOLT,  
*Judge-Advocate-General.*

[Third indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
August 11, 1875.

Respectfully referred to the Judge-Advocate-General for remark in connection with his opinion of April 30, 1875.

It is remarked that in the present case the men appear to have lost their clothing while engaged in saving public property from destruction by fire, but that the orders under which they were acting are not furnished.

E. D. TOWNSEND,  
*Adjutant-General.*

[Fourth indorsement.]

BUREAU OF MILITARY JUSTICE,  
August 14, 1875.

Respectfully returned to the Adjutant-General of the Army.

As pointed out by the Adjutant-General, no orders are shown in this case through the direct operation of which the property was lost, nor, indeed, any orders whatever. So far, indeed, as can be gathered from the papers, the soldiers named did not act upon specific orders. However this may have been, it is at least very doubtful, in the opinion of this Bureau, whether the case can properly be regarded as within even the spirit of the Army Regulations, paragraph 55, of Appendix B; and it would accordingly be advised in this case that, as has frequently been done in similar cases, recourse be had to Congress for specific relief.

J. HOLT,  
*Judge-Advocate-General.*

[Fifth indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
Washington, August 18, 1875.

Respectfully referred to the Quartermaster-General for examination and remark before being submitted to the Secretary of War, with a view to the presentation of the case to Congress, as suggested in the Judge-Advocate-General's indorsement, to which attention is invited.

E. D. TOWNSEND,  
*Adjutant-General.*

[Sixth indorsement.]

QUARTERMASTER-GENERAL'S OFFICE,  
DIVISION OF CLOTHING AND EQUIPMENT,  
August 20, 1875.

Respectfully returned to the Adjutant-General of the Army. The facts established by the board are such that it would seem that Pri-

rates Hegner and Collins should be compensated for the loss of their clothing, and since, in the opinion of the Judge Advocate-General, the case is not provided for by the regulations, it is suggested that the favorable action of Congress be recommended.

RUFUS INGALLS,  
*Acting Quartermaster-General, Brevet Major-General.*

[Seventh indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
*Washington, August 24, 1875.*

Respectfully submitted to the Secretary of War, inviting attention to preceding indorsements.

E. D. TOWNSEND,  
*Adjutant-General.*

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
*November 30, 1875.*

Official copy:

E. D. TOWNSEND,  
*Adjutant-General.*

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JOINT RESOLUTION authorizing the issue of clothing to Private Francis Hegner, Company F, Seventh Cavalry, and Private John C. Collins, Company G, Seventh Cavalry.

*Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of War be, and he is hereby, authorized to issue to Private Francis Hegner, Company F, Seventh United States Cavalry, and Private John C. Collins, of Company G, Seventh United States Cavalry, clothing in lieu of and equal in amount to that lost by them respectively, at the burning of the cavalry stable at Fort Abraham Lincoln, Dakota Territory, November tenth, eighteen hundred and seventy-four, as shown and recommended in the report of the board of survey, convened by Special Orders No. two hundred and thirteen, headquarters Fort Abraham Lincoln, Dakota Territory, of the date November eleventh, eighteen hundred and seventy-four.*



SERGEANT HERMAN THEUNE.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*The affidavit of Sergeant Herman Theune, and recommending a gratuitous issue of clothing to the same in lieu of that destroyed by a fire at Fort Whipple, Ariz., November 13, 1874.*

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JANUARY 12, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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WAR DEPARTMENT, *December 31, 1875.*

The Secretary of War has the honor to transmit to the House of Representatives the affidavit of Herman Theune, sergeant, Company I, Twenty-third Regiment of Infantry, dated Fort Whipple, Ariz., January 21, 1875, with the recommendation that an act be passed authorizing the gratuitous issue of clothing to Sergeant Theune in lieu of that destroyed by fire as shown by the affidavit.

It will be seen from the accompanying papers that this matter has been investigated by a board of survey, who report that the fire was purely accidental, and that no blame can be attached to any one for the conflagration.

WM. W. BELKNAP,  
*Secretary of War.*

---

FORT WHIPPLE, ARIZ.,  
*January 21, 1875.*

GENERAL: I have the honor to inclose herewith affidavit for clothing I lost by destruction by fire of the post-hospital, while a patient in the same, on the 13th November, 1874, and respectfully request that the amount for lost clothing be refunded to me.

I am, sir, very respectfully, your obedient servant,

HERMAN THEUNE,

*Sergeant, Company I, Twenty-third Infantry.*

The ADJUTANT-GENERAL, UNITED STATES ARMY,

*Washington, D. C.*

COUNTY OF YAVAPAI, *Arizona Territory* :

Personally appeared before me, George Davidson, a notary public in and for the county of Yavapai, Arizona Territory, one Herman Theune, a sergeant of Company I, Twenty-third United States Infantry, who, after being duly sworn, deposes and says: That on the 13th day of November, 1874, he was a patient in the post-hospital at Fort Whipple, Ariz.; that at four o'clock a. m. of same day said hospital was destroyed by fire, and that he lost his own personal property, consisting of, viz :

Two blankets, (woolen).....	\$9 72
One blouse, (flannel).....	2 13
Four pairs stockings.....	1 12
One pair drawers .....	67

Total, worth .....	13 64
--------------------	-------

(thirteen dollars and sixty-four cents,) said clothing being at the time stored in the store-room in the hospital-building; that all efforts were made to save the above-mentioned articles, but without success.

HERMAN THEUNE,

*Sergeant, Company I, Twenty-third Infantry.*

Sworn and subscribed before me at Fort Whipple, Yavapai County, Arizona Territory, this 21st day of January, 1875.

[SEAL.]

GEORGE DAVIDSON,

*Notary Public.*

[First indorsement.]

FORT WHIPPLE, ARIZ.,

*January 21, 1875.*

Respectfully forwarded.

HENRY LIPPINCOTT,

*Assistant Surgeon, U. S. A., Post-Surgeon.*

[Second indorsement.]

HEADQUARTERS, FORT WHIPPLE, ARIZ.,

*January 22, 1875.*

Respectfully forwarded to headquarters Department of Arizona.

AUGUST V. KAUTZ,

*Colonel Eighth Infantry, Commanding Post.*

[Third indorsement.]

HEADQUARTERS DEPARTMENT OF ARIZONA,

*Prescott, January 22, 1875.*

Respectfully forwarded.

GEORGE CROOK,

*Brigadier-General, Commanding Department.*

[Fourth indorsement.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,

*February 26, 1875.*

Respectfully referred to the Surgeon-General and Quartermaster-General for remark and recommendation.

E. D. TOWNSEND,

*Adjutant-General.*

General Order 13, of 1875, accompanying:

[General Orders No. 13.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
Washington, February 18, 1875

*Gratuitous issues of clothing.*

I. To enable the Department to determine between cases coming under the provisions of Paragraph 55, Appendix B, Revised Army Regulations of 1863, and those in which relief can only be afforded by special act of Congress, recommendations for gratuitous issues of clothing to replace articles lost by fire, flood, or other casualty, should in all cases be accompanied by full and specific information of the facts and circumstances attending the loss; and where relief is claimed under the provisions of said paragraph it should be so stated, and the data called for therein should be furnished, viz, report of board of survey in each case, setting forth the facts, with copies of the orders under which the clothing was lost, showing that it was lost, not by the fault of the men, but in obedience to orders given by sufficient authority. In this connection attention is invited to General Orders No. 23, May 30, 1868, from this Office, relative to gratuitous issues to replace clothing destroyed to prevent contagion.

By order of the Secretary of War:

E. D. TOWNSEND,  
*Adjutant-General.*

[Fifth indorsement.]

SURGEON-GENERAL'S OFFICE,  
March 1, 1875.

Respectfully transmitted to the Quartermaster-General of the Army.

The old post-hospital at Fort Whipple, Arizona Territory, was destroyed by fire at about 4 o'clock a. m., November 13, 1874, and so rapid was the destruction of the building that almost all the supplies and records were consumed, scarcely time to remove the patients from the ward being afforded.

The board of survey appointed to investigate the cause of the fire reports that it was "purely accidental, and that no blame can be attached to any person for the conflagration."

A copy of the affidavit of Sergeant Theune, submitted to the board of survey, is inclosed.

It is recommended that the clothing within mentioned be replaced.

J. K. BARNES,  
*Surgeon-General.*

*Copy of inclosure to fifth indorsement.*

C.

Personally appeared before me Herman Theune, a sergeant in Company I, Twenty-third Infantry, who, being duly sworn according to law, testified as follows:

I am a patient in the post-hospital. I took watch at 2 o'clock a. m., November 13, 1874, and dressed the wounds of another patient, John Dusirosh, a private of Company B, Eighth Infantry, then went outside to the rear. I did not then discover anything of the fire. At 3 o'clock and at 4 o'clock I again waited on the same patient. About five minutes after 4 o'clock, just as I was going to sit down in the chair in front of the stove in the hospital-ward, and me facing at the time towards the east side of the ward in the direction of the kitchen, I observed a red shine through the window, and same time heard a noise like the rising of a heavy wind coming from the north side. My attention was called, and, looking through the window, I saw flames rising from the upper part above the kitchen. I at once gave the alarm of fire in the ward, and then went to the sleeping-room of the cook and nurse adjacent to the kitchen. Next I woke up the three stewards.

The place was supplied with two large barrels of water and water-buckets, all ready filled; the fire, however, had such strong headway that it was impossible to make any use of the means at hand. There was hardly time to save the sick in hospital; there were ten patient, several in a helpless condition, and all efforts were required to save their lives.

The patients were all in bed and asleep, except one, John Deiseroth, who was in

## SERGEANT HERMAN THEUNE.

his bed but not asleep at the time the fire broke out. I was on watch and believe I was the first to see the fire.

To my knowledge, there was only one light in the hospital during the night; that was an oil-lamp, which I attended myself.

The hospital was a hewn-log building of pine logs.

HERMAN THEUNE,  
*Sergeant, Company I, Twenty-third Infantry.*

Sworn and subscribed to before me at Fort Whipple, Ariz. T., the 14th day of November, 1874.

GEORGE DAVIDSON,  
*Notary Public.*

[Sixth indorsement.]

QUARTERMASTER-GENERAL'S OFFICE,  
March 19, 1875.

Respectfully returned to the Adjutant-General of the Army.

The Revised Statutes, section 1298, page 223, provide only for extra issues to replace clothing destroyed to prevent contagion.

The question whether such issues as this can be legally made now was submitted to the Adjutant-General for decision on the 3d instant.

M. C. MEIGS,  
*Quartermaster-General, Brevet Major-General, U. S. A.*

Extract from an opinion of the Judge-Advocate-General relative to gratuitous issues of clothing, covering three cases, the third case being that presented in these papers.

WAR DEPARTMENT, BUREAU OF MILITARY JUSTICE,  
March 27, 1875.

Respectfully returned to the Adjutant-General, with opinion, as follows:

Paragraph 55 of Regulations for the Quartermaster's Department, (General Regulations, Appendix B, page 515,) is regarded as authorizing the Secretary of War to make "gratuitous issues of clothing" to soldiers in all cases where necessary clothing has been lost by them, without fault on their part, and in consequence of the operation of military orders; the facts to be found by a board of survey.

(3.) To the third case, of clothing lost, not through the operation of military orders, entailing an equitable liability on the United States, but through the casualty of fire, the regulation is held not to extend. Such losses have heretofore, from time to time, been made good by special act or joint resolution of Congress, and to that body recourse can, in the opinion of this Bureau, only be had in the present instance.

J. HOLT, *Judge-Advocate-General.*

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
November 30, 1875.

Official copy:

E. D. TOWNSEND,  
*Adjutant-General.*

JOINT RESOLUTION authorizing the issue of clothing to Sergeant Herman Theune, Company I, Twenty-third United States Infantry.

*Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of War be, and he is hereby, authorized to issue to Sergeant Herman Theune, Company I, Twenty-third United States Infantry, clothing in lieu of, and equal in amount to, that lost by him at the burning of the old post-hospital at Fort Whipple, Arizona Territory, on the thirteenth day of November, eighteen hundred and seventy-four.*

STATEMENT OF CLAIMS PASSED UPON BY THE QUARTER-  
MASTER GENERAL'S OFFICE.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

*In compliance with House resolution of the 15th ultimo, a report of the Acting Quartermaster-General and statements of claims passed upon by the Quartermaster-General's Office.*

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JANUARY 12, 1876.—Referred to the Committee on Claims and ordered to be printed.

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WAR DEPARTMENT, *January 6, 1876.*

The Secretary of War has the honor to transmit to the House of Representatives, in compliance with House resolution of the 15th ultimo, report of the Acting Quartermaster-General, and statements marked "A," "B," "C," and "D," of claims which have been passed upon by the Quartermaster-General's Office, since the Acting Quartermaster-General has had charge thereof.

The suggestions of the Acting Quartermaster-General in the inclosed report are concurred in, as also the views of the Secretary of the Treasury, in his last annual report, on the subject of the adjudication of claims.

WM. W. BELKNAP,  
*Secretary of War.*

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WAR DEPARTMENT,  
QUARTERMASTER-GENERAL'S OFFICE,  
*Washington, D. C., January 3, 1876.*

SIR: I have the honor to return herewith the resolution of the House of Representatives of the 15th of December last, directing the Secretary of War "to furnish a list of claims pending in the Quartermaster-General's Department at the time when leave of absence was granted to General M. C. Meigs, which have since that date been passed and allowed, with the date and amount of such allowance; and also any reports or statements in regard thereto made by General Meigs, or by the Acting Quartermaster-General;" referred to this Office on the 16th of December, and to inclose herewith statements marked "A," "B," "C," and "D" of the claims which have been passed upon by this Office since I have had charge thereof.



## 2 CLAIMS PASSED UPON BY QUARTERMASTER-GENERAL'S OFFICE.

Total number of claims examined, 294, amounting to \$469,299.18, of which amount \$229,605.64 have been recommended for allowance.

In addition to these, 458 claims, amounting to \$737,906.25, have been disallowed for want of sufficient evidence to warrant the Acting Quartermaster-General in reporting them to the Third Auditor of the Treasury for settlement; of this number 82 claims, amounting to \$124,218.91, have been re-opened on the application of the attorneys, or the claimants, on the presentation of additional evidence, but have been finally rejected.

In submitting this report, I respectfully suggest to the honorable Secretary of War the propriety of asking Congress to relieve the Quartermaster-General of the duties of examining claims coming within the operations of the act of July 4, 1864, and that they be made the subject of consideration of some other tribunal.

The Commissary-General and the Acting Quartermaster-General concur in the views expressed by the Secretary of the Treasury, in his last annual report, on the subject of the adjudication of claims, so far as relates to their Departments.

I am, sir, very respectfully, your obedient servant,

RUFUS INGALLS,  
*Acting Quartermaster-General,  
Brevet Major-General, United States Army.*

THE HON. SECRETARY OF WAR.

A.—List of claims which have been allowed under the act of July 4, 1864, since the 1st day of June, 1875, &c., prepared in compliance with a resolution of the House of Representatives, dated December 15, 1875.

Name of claimant.	Nature of claim.	Amount of claim.	Amount ap- proved.	Amount re- jected.	Amount suspended.	Date of action of this office.	Reports or statements.
Salome Rovers.	Quartermaster's stores.	\$59 00	\$44 00	\$15 00	.....	June 1, 1875	No reports or statements.
Mary E. Brown.	do	5,125 00	1,570 00	3,555 00	.....	June 3, 1875	Do.
Jesse Webster.	do	169 70	59 80	109 90	.....	June 7, 1875	See exhibit herewith, marked "A."
W. P. Ashby.	do	20 51	13 30	7 21	.....	June 7, 1875	No reports or statements.
Christian Scotler.	do	200 00	135 50	65 50	.....	June 15, 1875	Do.
Miles Kelly.	do	17,755 00	4,856 50	12,898 50	.....	June 19, 1875	Do.
W. H. Jones.	do	17,349 70	8,141 75	9,207 95	.....	June 21, 1875	Do.
Peter Hansen.	do	87 50	87 50	.....	.....	June 21, 1875	Do.
Estate of G. W. Young.	do	34,000 00	13,626 41	20,373 59	.....	June 21, 1875	See exhibit herewith, marked "B." (Not pending in the Quartermaster-General's Office at the time I assumed duty, and I have no record on the application of the claimant. Doubtless, by the recent action of the latter, the claimant has been marked "B." of which action the Acting Quartermaster-General had no knowl- edge at the date of the passage of the resolution.)
Jacob Eakle.	do	1,655 50	859 00	796 50	.....	June 26, 1875	No reports or statements.
Samuel Wagner.	do	2,341 25	1,021 00	1,320 25	.....	June 26, 1875	Do.
Statlin Moore.	do	10,640 00	7,175 00	3,465 00	.....	June 26, 1875	Do.
E. R. Moore.	do	1,150 00	740 00	410 00	.....	June 26, 1875	Do.
Fielding Vaughan.	do	104 00	79 75	24 25	.....	June 26, 1875	Do.
E. W. Caldwell.	do	5,185 00	3,459 75	1,725 25	.....	June 26, 1875	Do.
James S. Boyd.	do	16,537 50	3,555 00	12,982 50	.....	June 26, 1875	Do.
Henry Piper.	do	1,835 80	913 00	922 80	.....	June 30, 1875	See exhibit herewith, marked "C."
James W. Gleason.	do	1,195 00	100 00	25 00	.....	June 30, 1875	No reports or statements.
William M. Winlock.	do	454 00	530 00	40 00	.....	June 30, 1875	Do.
John C. Newman.	do	139 27	322 50	131 50	.....	June 30, 1875	Do.
James Chambers.	do	713 00	130 17	19 10	.....	June 30, 1875	Do.
Henry Shamel.	do	44 00	60 80	14 00	.....	June 30, 1875	Do.
R. W. Jones.	do	260 00	180 00	313 00	.....	July 1, 1875	Do.
David Beard.	do	150 00	175 80	85 00	.....	July 2, 1875	Do.
Malcolm McNalb.	do	962 50	220 08	742 50	.....	July 2, 1875	Do.
J. W. Hill.	do	100 00	100 00	.....	.....	July 2, 1875	Do.
John S. Hudson.	do	175 00	130 00	45 00	.....	July 2, 1875	Do.
Henry T. Wilson.	do	648 75	548 75	100 00	.....	July 2, 1875	Do.
Susan A. Spielman.	do	39 25	39 25	.....	.....	July 2, 1875	Do.
William Woodcock.	do	74 20	55 65	18 55	.....	July 2, 1875	Do.
William Watkins.	do	405 00	405 00	.....	.....	July 2, 1875	Do.
Green Cline.	do	550 00	428 00	122 00	.....	July 2, 1875	Do.
William Massey.	do	106 84	32 89	85 85	.....	July 2, 1875	Do.
S. J. Wolty.	do	244 75	236 75	8 00	.....	July 3, 1875	Do.
John Mort.	do	237 95	237 95	10 00	.....	July 3, 1875	Do.
William H. McAtee.	do	374 06	160 00	194 00	.....	July 6, 1875	Do.
David Wolf.	do	.....	.....	.....	.....	.....	Do.

# 4 CLAIMS PASSED UPON BY QUARTERMASTER-GENERAL'S OFFICE.

A.—List of claims which have been allowed under the act of July 4, 1864, &c.—Continued.

Name of claimant.	Nature of claim.	Amount of claim.	Amount approved.	Amount rejected.	Amount suspended.	Date of action of this office.	Reports or statements.
B. F. Shaffer	Quartermaster's stores.	\$143 00	\$143 00	.....	.....	July 6, 1875	No reports or statements.
Samuel Black	do	650 00	150 00	\$500 00	.....	July 6, 1875	Do.
Madison Rains	do	41 60	41 60	10 00	.....	July 7, 1875	Do.
F. A. Longmiller	do	135 00	75 00	60 00	.....	July 7, 1875	Do.
John Kilman	do	50 00	10 00	40 00	.....	July 7, 1875	Do.
Edmund Duff	do	138 25	113 00	25 25	.....	July 8, 1875	Do.
Charles R. Abbott	do	940 83	940 83	662 17	.....	July 8, 1875	Do.
J. C. Horton	do	500 00	910 00	300 00	.....	July 8, 1875	Do.
John C. Stark	do	702 50	618 30	86 30	.....	July 8, 1875	Do.
William B. Scott	do	821 00	102 50	38 50	.....	July 8, 1875	Do.
W. H. B. Scott	do	150 00	95 62	54 38	.....	July 10, 1875	Do.
Floyd W. Anderson	do	108 25	52 00	56 25	.....	July 10, 1875	Do.
Jacob W. Fisher	do	150 00	115 00	35 00	.....	July 10, 1875	Do.
Alfred Humphrey	do	46 00	32 50	13 50	.....	July 12, 1875	Do.
Neswet Harris	do	3,500 00	1,753 00	1,748 00	.....	July 12, 1875	Do.
J. P. Coleman	do	1,793 34	480 00	1,313 34	.....	July 12, 1875	Do.
Henry Myers	do	210 00	210 00	.....	.....	July 12, 1875	Do.
John Gilliland	do	80 00	80 00	.....	.....	July 12, 1875	Do.
Emmerilla Carr	do	228 15	169 50	58 65	.....	July 12, 1875	Do.
B. M. D. Snyder	do	115 00	115 00	.....	.....	July 21, 1875	Do.
James Bradshaw	do	165 00	155 00	10 00	.....	July 21, 1875	Do.
Jacob Tarwater	do	38 00	38 00	.....	.....	July 21, 1875	Do.
Do	do	55 00	52 00	3 00	.....	July 21, 1875	Do.
Alexander Ramsey	do	1,578 00	418 00	1,160 00	.....	July 21, 1875	See exhibit herewith, marked "D."
William B. Toler	do	180 00	90 00	90 00	.....	July 21, 1875	See exhibit herewith, marked "E."
John A. Kendrick	do	25 00	25 00	.....	.....	July 24, 1875	No reports or statements.
Irwin H. Taft	do	1,600 00	900 00	700 00	.....	July 24, 1875	Do.
John Morris	do	150 00	145 00	5 00	.....	July 28, 1875	Do.
Jonathan Jackson	do	80 00	48 00	32 00	.....	July 30, 1875	Do.
J. H. Crump	do	200 00	200 00	.....	.....	July 31, 1875	Do.
Chas. Bradley, administrator	do	10,098 38	4,506 64	5,591 74	.....	July 31, 1875	All the papers sent to Congress by the Treasury Department.
Henry Biggs	do	2,510 00	1,325 00	1,185 00	.....	Aug. 10, 1875	No reports or statements.
Peter Boeler, (deceased)	do	655 24	465 03	190 21	.....	Aug. 10, 1875	Do.
John H. Graham	do	2,415 15	1,600 00	815 15	.....	Aug. 10, 1875	Do.
A. F. Sharpless	do	370 64	365 86	4 78	.....	Aug. 11, 1875	Do.
Lewis H. Stiner	do	581 00	294 60	286 40	.....	Aug. 13, 1875	Do.
William S. Hayes	do	485 00	487 50	7 50	.....	Aug. 14, 1875	Do.
William F. Coombe	do	293 60	28 10	115 50	\$150 00	Aug. 16, 1875	Do.
Joseph A. Cooper	do	200 00	155 00	45 00	.....	Aug. 19, 1875	Do.
A. B. Holliday	do	150 00	75 00	75 00	.....	Aug. 19, 1875	Do.
James C. Sympeon	do	37 50	25 10	12 50	.....	Aug. 24, 1875	Do.
J. H. Youngs	do	150 00	150 00	.....	.....	Aug. 24, 1875	Do.
Jacob Knafe	do	140 60	132 30	8 30	.....	Aug. 26, 1875	Do.

		1,568 00	193 14	1,444 86	Aug. 24, 1875	Do.
E. A. Taylor.....	do	440 00	397 50	192 50	Aug. 27, 1875	Do.
Alex. McCormack.....	do	390 48	396 25	3 17	Sept. 3, 1875	Do.
Benjamin Emmett.....	do	325 00	325 00	310 00	Sept. 3, 1875	Do.
Joseph Schlichter.....	do	137 00	105 10	32 00	Sept. 3, 1875	Do.
William E. Humphrey.....	do	823 50	150 00	103 50	Sept. 3, 1875	Do.
D. W. Cannon.....	do	1,229 00	763 16	525 90	Sept. 4, 1875	Do.
Elias Dyer.....	do	1,125 00	312 00	813 00	Sept. 7, 1875	Do.
James R. Charcoo.....	do	650 00	665 00	185 00	Sept. 7, 1875	Do.
Doolley McKinney.....	do	308 00	122 50	125 50	Sept. 7, 1875	Do.
Hardin Butler.....	do	160 00	130 00	30 00	Sept. 7, 1875	Do.
E. R. Johnson.....	do	158 00	18 00	96 00	Sept. 7, 1875	Do.
William Boyer.....	do	200 00	100 00	100 00	Sept. 8, 1875	Do.
Jackson Applegate.....	do	380 00	520 00	140 00	Sept. 8, 1875	Do.
Joseph Booker.....	do	204 00	51 00	153 00	Sept. 9, 1875	Do.
D. J. Atkins.....	do	165 00	150 00	15 00	Sept. 14, 1875	Do.
John West.....	do	1,092 00	510 00	582 00	Sept. 14, 1875	Do.
Charles M. Whitaker.....	do	90 00	12 50	77 50	Sept. 21, 1875	Do.
William S. Wilson.....	do	494 00	168 00	324 30	Sept. 24, 1875	Do.
Alroy A. Rasoer.....	do	42 75	21 37	21 38	Oct. 2, 1875	Do.
John Reiter.....	do	505 00	205 00	300 00	Oct. 2, 1875	Do.
R. T. Thuman.....	do	36 00	36 00	0 00	Oct. 2, 1875	Do.
Rob Hawkey.....	do	288 00	38 40	249 60	Oct. 5, 1875	Do.
William H. Bowman.....	do	576 00	225 75	650 85	Oct. 6, 1875	Do.
W. C. Egzell.....	do	1,243 41	131 74	110 67	Oct. 7, 1875	Do.
Joseph King.....	do	1,361 00	1,396 00	105 00	Oct. 7, 1875	Do.
Henry B. Rohrbach.....	do	1,093 00	1,730 00	265 00	Oct. 12, 1875	Do.
Malcolm Hunter.....	do	35 45	31 25	14 20	Oct. 19, 1875	Do.
Mary V. B. Smith.....	do	2,235 81	1,023 19	1,235 81	Oct. 20, 1875	Do.
Thomas J. Alliboth.....	do	5,956 00	1,143 00	3,856 00	Oct. 20, 1875	Do.
Eliza Fisher.....	do	700 00	500 00	200 00	Oct. 20, 1875	Do.
Lucas A. Jones.....	do	36 80	92 90	1 30	Oct. 20, 1875	Do.
James S. Madrox.....	do	36 81	92 90	1 30	Oct. 20, 1875	Do.
H. G. Williamson.....	do	2,450 00	2,185 00	665 00	Oct. 20, 1875	Do.
John Lumsden.....	do	499 50	270 00	757 50	Oct. 21, 1875	Do.
Bettie Walker.....	do	116 50	270 00	271 50	Oct. 21, 1875	Do.
William W. Page.....	do	150 00	125 00	95 00	Oct. 21, 1875	Do.
William Cooper.....	do	1,750 00	1,050 00	700 00	Oct. 21, 1875	Do.
Buckner W. Mathews.....	do	1,174 00	1,174 00	0 00	Oct. 22, 1875	Do.
Lewis E. Williams.....	do	40 25	40 25	0 00	Oct. 22, 1875	Do.
Thomas Roberts.....	do	3 00	3 00	0 00	Oct. 22, 1875	Do.
David Hadrick.....	do	3 25	3 25	0 00	Oct. 22, 1875	Do.
William Ewing.....	do	2,000 00	700 00	1,300 00	Oct. 22, 1875	Do.
No-lan Carus.....	do	1,950 00	273 60	976 40	Oct. 27, 1875	Do.
Kellingham Karna.....	do					
Henry Walter.....	do					
Michael Gallaher.....	do					

Papers recalled from Treasury Department November 15, 1875, upon information reflecting on the justice of claim.

No reports or statements.

All the papers sent to Congress by the Treasury Department.

No reports or statements.

## 6 CLAIMS PASSED UPON BY QUARTERMASTER-GENERAL'S OFFICE.

A.—List of claims which have been allowed under the act of July 4, 1864, &c.—Continued.

Name of claimant.	Nature of claim.	Amount of claim.	Amount approved.	Amount rejected.	Amount suspended.	Date of action of this office.	Reports or statements.
Levi Glenn	Quartermaster's stores	\$150 00	\$145 00	\$5 00		Oct. 27, 1875	No reports or statements.
Andrew J. Williams	do	150 00	140 00	10 00		Oct. 27, 1875	Do.
Jacob F. Miller	do	1,054 35	778 35	276 30		Oct. 27, 1875	Do.
A. B. Thornton	do	175 00	160 00	15 00		Oct. 27, 1875	Do.
Ira L. Wood	do	180 00	155 00	25 00		Oct. 27, 1875	Do.
Elizabeth Long	do	400 50	150 50	250 00		Oct. 27, 1875	Do.
G. S. Early	do	2,000 00	957 88	1,042 12		Oct. 27, 1875	Do.
William F. Parker	do	150 00	150 00			Oct. 27, 1875	Do.
Sloane & Brothers	do	91 00	46 00	45 00		Oct. 28, 1875	Do.
Joseph Tuck	do	150 00	100 00	50 00		Nov. 2, 1875	Do.
James Hampton	do	100 00	100 00			Nov. 2, 1875	Do.
John Sikra	do	70 00	70 60			Nov. 2, 1875	Do.
Delia Wagner	do	307 40	225 00	75 00		Nov. 2, 1875	Do.
Thomas F. Smith	do	150 00	150 00			Nov. 2, 1875	Do.
Norman Lockland	do	412 40	372 40	37 50		Nov. 2, 1875	Do.
C. F. Frick, deceased	do	200 40	200 40			Nov. 2, 1875	Do.
Joseph W. Set	do	125 00	125 00			Nov. 2, 1875	Do.
David D. McFall	do	835 00	275 50		\$185 00	Nov. 2, 1875	Do.
Catharina Snowman, deceased	do	1,102 75	70 00		626 55	Nov. 2, 1875	Do.
Joshua A. Ritchie	do	115 50	115 50			Nov. 2, 1875	Do.
James Darwile	do	83 00	83 00			Nov. 2, 1875	Do.
James M. Grasso	do	6 807 00	5,927 50	850 00		Nov. 2, 1875	Do.
Thomas Walters	do	1,475 00	907 50	567 50		Nov. 2, 1875	Do.
S. T. Phillips	do	160 00	150 00	10 00		Nov. 2, 1875	Do.
Henry Dickinson	do	1,068 00	348 00			Nov. 2, 1875	Do.
William M. Wilson	do	1,345 00	345 00	634 00		Nov. 2, 1875	Do.
Samuel Queen	do	320 00	300 00			Nov. 2, 1875	Do.
John Otto	do	983 45	883 45	1,050 75		Nov. 2, 1875	Do.
Allen Clappa, deceased	do	2,350 60	75 00	61 43		Nov. 2, 1875	Do.
C. G. Tappan	do	590 00	975 00	5 00		Nov. 2, 1875	Do.
Samuel Henry	do	596 00	971 00	383 00		Nov. 2, 1875	Do.
Thomas G. Nell	do	150 00	150 00			Nov. 2, 1875	Do.
James Huck	do	125 00	106 87	50 00		Nov. 2, 1875	Do.
George W. Corn	do	900 50	106 87	3 63		Nov. 2, 1875	Do.
Edward Swan, deceased	do	3,960 00	1,155 00	2,805 00		Nov. 2, 1875	Do.
W. K. Piper	do	1,056 00	420 00	636 00		Nov. 2, 1875	Do.
Wilson Manning	do	1,125 00	195 00	10 00		Nov. 2, 1875	Do.
Julia C. Bailey	do	800 00	350 00	2,450 00		Nov. 2, 1875	Do.
George R. Smith	do	2,355 00	150 00	205 00		Nov. 2, 1875	Do.
John E. Carson	do	82 58	57 58	95 00		Nov. 2, 1875	Do.
John Krider	do	1,095 00	825 00	970 00		Nov. 2, 1875	Do.
John C. Unschuld	do	7,451 00	2,963 31	4,587 60		Nov. 2, 1875	Do.
Alfred Snowman	do	1,353 25	1,906 00	147 25		Nov. 2, 1875	Do.

See exhibit herewith, marked "F." No reports or statements.

Do.	Nov. 10, 1875	Nov. 12, 1875	Nov. 14, 1875	Nov. 16, 1875	Nov. 18, 1875	Nov. 20, 1875	Nov. 22, 1875	Nov. 24, 1875	Nov. 26, 1875	Nov. 28, 1875	Nov. 30, 1875	Dec. 1, 1875	Dec. 3, 1875	Dec. 5, 1875	Dec. 7, 1875	Dec. 9, 1875	Dec. 11, 1875	Dec. 13, 1875	Dec. 15, 1875	Dec. 17, 1875	Dec. 19, 1875	Dec. 21, 1875	Dec. 23, 1875	Dec. 25, 1875	Dec. 27, 1875	Dec. 29, 1875	Dec. 31, 1875	Jan. 2, 1876	Jan. 4, 1876	Jan. 6, 1876	Jan. 8, 1876	Jan. 10, 1876	Jan. 12, 1876	Jan. 14, 1876	Jan. 16, 1876	Jan. 18, 1876	Jan. 20, 1876	Jan. 22, 1876	Jan. 24, 1876	Jan. 26, 1876	Jan. 28, 1876	Jan. 30, 1876	Feb. 1, 1876	Feb. 3, 1876	Feb. 5, 1876	Feb. 7, 1876	Feb. 9, 1876	Feb. 11, 1876	Feb. 13, 1876	Feb. 15, 1876	Feb. 17, 1876	Feb. 19, 1876	Feb. 21, 1876	Feb. 23, 1876	Feb. 25, 1876	Feb. 27, 1876	Feb. 29, 1876	Mar. 1, 1876	Mar. 3, 1876	Mar. 5, 1876	Mar. 7, 1876	Mar. 9, 1876	Mar. 11, 1876	Mar. 13, 1876	Mar. 15, 1876	Mar. 17, 1876	Mar. 19, 1876	Mar. 21, 1876	Mar. 23, 1876	Mar. 25, 1876	Mar. 27, 1876	Mar. 29, 1876	Mar. 31, 1876	Apr. 2, 1876	Apr. 4, 1876	Apr. 6, 1876	Apr. 8, 1876	Apr. 10, 1876	Apr. 12, 1876	Apr. 14, 1876	Apr. 16, 1876	Apr. 18, 1876	Apr. 20, 1876	Apr. 22, 1876	Apr. 24, 1876	Apr. 26, 1876	Apr. 28, 1876	Apr. 30, 1876	May 2, 1876	May 4, 1876	May 6, 1876	May 8, 1876	May 10, 1876	May 12, 1876	May 14, 1876	May 16, 1876	May 18, 1876	May 20, 1876	May 22, 1876	May 24, 1876	May 26, 1876	May 28, 1876	May 30, 1876	May 31, 1876	Jun 1, 1876	Jun 3, 1876	Jun 5, 1876	Jun 7, 1876	Jun 9, 1876	Jun 11, 1876	Jun 13, 1876	Jun 15, 1876	Jun 17, 1876	Jun 19, 1876	Jun 21, 1876	Jun 23, 1876	Jun 25, 1876	Jun 27, 1876	Jun 29, 1876	Jun 30, 1876	Jul 1, 1876	Jul 3, 1876	Jul 5, 1876	Jul 7, 1876	Jul 9, 1876	Jul 11, 1876	Jul 13, 1876	Jul 15, 1876	Jul 17, 1876	Jul 19, 1876	Jul 21, 1876	Jul 23, 1876	Jul 25, 1876	Jul 27, 1876	Jul 29, 1876	Jul 31, 1876	Aug 1, 1876	Aug 3, 1876	Aug 5, 1876	Aug 7, 1876	Aug 9, 1876	Aug 11, 1876	Aug 13, 1876	Aug 15, 1876	Aug 17, 1876	Aug 19, 1876	Aug 21, 1876	Aug 23, 1876	Aug 25, 1876	Aug 27, 1876	Aug 29, 1876	Aug 31, 1876	Sep 1, 1876	Sep 3, 1876	Sep 5, 1876	Sep 7, 1876	Sep 9, 1876	Sep 11, 1876	Sep 13, 1876	Sep 15, 1876	Sep 17, 1876	Sep 19, 1876	Sep 21, 1876	Sep 23, 1876	Sep 25, 1876	Sep 27, 1876	Sep 29, 1876	Sep 30, 1876	Oct 1, 1876	Oct 3, 1876	Oct 5, 1876	Oct 7, 1876	Oct 9, 1876	Oct 11, 1876	Oct 13, 1876	Oct 15, 1876	Oct 17, 1876	Oct 19, 1876	Oct 21, 1876	Oct 23, 1876	Oct 25, 1876	Oct 27, 1876	Oct 29, 1876	Oct 31, 1876	Nov 1, 1876	Nov 3, 1876	Nov 5, 1876	Nov 7, 1876	Nov 9, 1876	Nov 11, 1876	Nov 13, 1876	Nov 15, 1876	Nov 17, 1876	Nov 19, 1876	Nov 21, 1876	Nov 23, 1876	Nov 25, 1876	Nov 27, 1876	Nov 29, 1876	Nov 30, 1876	Dec 1, 1876	Dec 3, 1876	Dec 5, 1876	Dec 7, 1876	Dec 9, 1876	Dec 11, 1876	Dec 13, 1876	Dec 15, 1876	Dec 17, 1876	Dec 19, 1876	Dec 21, 1876	Dec 23, 1876	Dec 25, 1876	Dec 27, 1876	Dec 29, 1876	Dec 31, 1876	Jan 1, 1877	Jan 3, 1877	Jan 5, 1877	Jan 7, 1877	Jan 9, 1877	Jan 11, 1877	Jan 13, 1877	Jan 15, 1877	Jan 17, 1877	Jan 19, 1877	Jan 21, 1877	Jan 23, 1877	Jan 25, 1877	Jan 27, 1877	Jan 29, 1877	Jan 31, 1877	Feb 1, 1877	Feb 3, 1877	Feb 5, 1877	Feb 7, 1877	Feb 9, 1877	Feb 11, 1877	Feb 13, 1877	Feb 15, 1877	Feb 17, 1877	Feb 19, 1877	Feb 21, 1877	Feb 23, 1877	Feb 25, 1877	Feb 27, 1877	Feb 29, 1877	Feb 30, 1877	Mar 1, 1877	Mar 3, 1877	Mar 5, 1877	Mar 7, 1877	Mar 9, 1877	Mar 11, 1877	Mar 13, 1877	Mar 15, 1877	Mar 17, 1877	Mar 19, 1877	Mar 21, 1877	Mar 23, 1877	Mar 25, 1877	Mar 27, 1877	Mar 29, 1877	Mar 31, 1877	Apr 1, 1877	Apr 3, 1877	Apr 5, 1877	Apr 7, 1877	Apr 9, 1877	Apr 11, 1877	Apr 13, 1877	Apr 15,
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A.—List of claims which have been allowed under the act of July 4, 1864, § 6.—Continued.

Name of claimant.	Nature of claim.	Amount of claim.	Amount approved.	Amount rejected.	Amount suspended.	Date of action of this office.	Reports or statements.
W. S. Embury, guardian for Turner heirs.	Quartermaster's stores	\$727 50	\$181 87	\$545 63	.....	Dec. 4, 1875	No reports or statements.
John M. Spencer	do	135 00	.....	15 00	.....	Dec. 4, 1875	Do.
James A. Harditt	do	183 00	.....	15 60	.....	Dec. 4, 1875	Do.
William House	do	271 50	.....	167 79	.....	Dec. 4, 1875	Do.
Judge F. P. Wright	do	2, 285 00	.....	1, 524 00	.....	Dec. 4, 1875	Do.
John M. Meek	do	700 00	.....	300 00	.....	Dec. 7, 1875	Do.
Mary E. Holder	do	1, 432 00	.....	1, 323 00	.....	Dec. 7, 1875	Do.
C. W. Ware	do	165 00	.....	15 00	.....	Dec. 9, 1875	Do.
Benjamin Thompson	do	450 00	.....	450 00	.....	Dec. 9, 1875	No reports or statements.
Francis A. Jackson	do	427 50	.....	210 00	.....	Dec. 9, 1875	Do.
Mrs B. Graham	do	400 00	.....	80 00	.....	Dec. 11, 1875	Do.
A. E. Owen	do	100 00	.....	.....	.....	Dec. 11, 1875	Do.
George H. Gae	do	323 50	.....	966 38	.....	Dec. 11, 1875	Do.
Franklin Spaulding	do	420 00	.....	406 65	.....	Dec. 14, 1875	Do.
Susan Brown	do	769 25	.....	384 59	.....	Dec. 14, 1875	Do.
George Bible	do	45 00	.....	45 00	.....	Dec. 14, 1875	Do.
J. B. Argo	do	453 95	.....	920 45	.....	Dec. 14, 1875	Do.
George W. Dame	do	549 75	.....	479 75	.....	Dec. 14, 1875	Do.
Robert Sheel	do	2, 604 00	.....	1, 469 00	.....	Dec. 15, 1875	Do.
B S. Pipton	do	6, 725 00	.....	6, 372 00	.....	Dec. 15, 1875	Do.
Total		430, 145 76	196, 943 24	929, 568 65	\$3, 613 87		

## RECAPITULATION.

Amount approved	\$196, 943 24
Amount rejected	929, 568 65
Amount suspended	3, 613 87
Total amount of claims	430, 145 76

Respectfully submitted.

RUFUS INGALLS,  
Acting Quartermaster-General, Bvt. Maj.-Gen., U. S. A.

QUARTERMASTER-GENERAL'S OFFICE, January 3, 1876.

B.—List of claims pending in the miscellaneous claims branch, Quartermaster-General's Office, June 1, 1875, which, since that date, have been recommended for allowance, &c.

Name of claimant.	Nature of claim.	Amount of claim.	Amount approved.	Amount rejected.	Date of reference to the Treasury Department.	Statements in regard thereto made by the Acting Quartermaster-General.
Lieut. A. Pack.....	Re-imbursment of travel pay.....	\$32 00	\$32 00	.....	June 1, 1875	Returned to the Third Auditor of the Treasury for settlement, if the accounting-officers consider the evidence satisfactory.
Capt. J. L. Humfreville.....	Allowance of quarters and fuel.....	273 29	273 29	.....	June 1, 1875	Approved by the Secretary of War and referred to the Third Auditor of the Treasury for settlement when funds become available.
Henry Washington.....	Services as laborer.....	118 33	16 66	\$101 67	June 7, 1875	Referred to the Third Auditor of the Treasury for settlement, if the accounting-officers become satisfied that payment has not already been made.
Lieut. D. G. Falconer.....	Mileage and stationery during 1863.	246 20	26 02	220 18	June 10, 1875	Referred to the Third Auditor for settlement when funds are available, if, on examination of certain officers' accounts, no payment is shown to have been made.
William Gaskin.....	Services as laborer in 1863 and 1864.	18 00	18 00	.....	June 14, 1875	Referred to the Third Auditor for settlement when funds are available.
A. B. Boggs.....	Services as carpenter.....	50 00	50 00	.....	June 14, 1875	Returned to the Third Auditor for settlement when funds are available, if the accounting-officers, on examination, are satisfied no payment has been made.
John Boswell.....	Services as blacksmith.....	15 00	15 00	.....	June 14, 1875	Returned to Third Auditor for settlement when funds are available.
W. M. Duren.....	Services as teamster.....	85 16	85 16	.....	June 14, 1875	Returned to Third Auditor for settlement when funds are available, if the accounting-officers become satisfied that no payment has been made.
Capt. W. D. Earnest.....	Commutation of quarters and fuel.	139 47	139 47	.....	June 23, 1875	Returned to Third Auditor for settlement when funds are available, if the accounting-officers become satisfied that no payment has been made.
W. F. Newton.....	Services on court-martial.....	70 50	70 50	.....	July 2, 1875	Returned to Third Auditor for settlement when funds are available; claim approved by the Secretary of War.
Lieut. C. J. Marsh.....	Mileage.....	33 33	33 33	.....	July 9, 1875	Returned to Third Auditor for settlement when funds are available, if the accounting-officers are satisfied, on examination, that no payment has been made.
James F. Mallory.....	Services on extra duty.....	13 30	13 30	.....	July 13, 1875	Returned to the Third Auditor for settlement when funds are available.
Thomas Taylor.....	Court-martial fees.....	11 50	11 50	.....	July 26, 1875	Referred to Third Auditor for settlement when funds are available.
John Coyle.....	Services oxen, wagon, and driver.....	67 25	67 25	.....	Aug. 6, 1875	Returned to Third Auditor for settlement when funds are available.
D. D. Gurney.....	Services as stone-mason.....	23 78	23 78	.....	Aug. 6, 1875	Returned to Third Auditor for settlement when funds are available.
Robert Lewis.....	Services as teamster, and use of oxen.	76 60	76 60	.....	Aug. 6, 1875	Returned to Third Auditor for settlement when funds are available, if, on examination, the accounting-officers become satisfied that no payment has been made.



B.—List of claims pending in the miscellaneous claims branch, Quartermaster-General's Office, July 1, 1875, &amp;c.—Continued.

Name of claimant.	Nature of claim.	Amount of claim.	Amount approved.	Amount rejected.	Date of reference to the Treasury Department.	Statement in regard thereto made by the Acting Quartermaster-General.
W. R. Muse .....	Taking charge of contrabands .....	\$63 00	\$63 00	.....	Aug. 9, 1875	Returned to Third Auditor for settlement when funds are available, if the evidence is considered sufficient by the accounting-officers.
Iaam Welsh .....	Services as laborer .....	15 00	15 00	.....	Aug. 9, 1875	Returned to Third Auditor for settlement when funds are available, if, on examination, the accounting-officers are satisfied that payment has not been made.
G. W. Jenkins .....	Repairing artillery horse-saddles .....	31 50	31 50	.....	Aug. 10, 1875	Returned to Third Auditor for settlement when funds are available, if it is found that no payment has been made.
George M. Britton .....	Services as guide .....	30 00	30 00	.....	Aug. 11, 1875	Referred to the Third Auditor of the Treasury for settlement when funds shall hereafter become available.
Reuben Smith .....	Services as assistant provost-marshal .....	100 00	100 00	.....	Aug. 14, 1875	Returned to Third Auditor for settlement when funds are available, if, on examination, the accounting-officers are satisfied that no payment has been made.
Jonathan Brightwell .....	Services horse-shoeing .....	11 25	9 06	\$2 19	Aug. 25, 1875	Referred to Third Auditor for settlement when funds are available.
Capt. J. B. Nulton .....	Mileage and court-martial service .....	34 94	32 55	2 39	Aug. 30, 1875	Returned to Third Auditor for settlement, if, on examination, the accounting officers are satisfied that no payment has been made, and when funds are available.
Franklin Dustin .....	Services as special messenger .....	65 00	65 00	.....	Sept. 24, 1875	Returned to Third Auditor for settlement when funds are available, if the accounting-officers, on examination, are satisfied that no payment has been made.
Isaac Yingling .....	Services as teamster .....	106 64	106 64	.....	Oct. 13, 1875	Returned to Third Auditor for settlement when funds are available, if, on examination, the accounting-officers are satisfied that no payment has been made.
Mason Coleman .....	Services .....	51 00	46 00	5 00	Oct. 19, 1875	Referred to Third Auditor for settlement when funds are available, if it is found, on examination, that no payment has been made.
Henry Sulter .....	Services horse-shoeing .....	49 00	49 00	.....	Nov. 13, 1875	Referred to Third Auditor for settlement when funds are available, if, on examination, it is found that no payment has been made.
Isaiah Barnard .....	Services as laborer .....	45 00	45 00	.....	Dec. 6, 1875	Referred to the Third Auditor of the Treasury for action of the accounting-officers.
George Dietz .....	Services on extra duty .....	118 45	118 45	.....	Dec. 10, 1875	Returned to the Third Auditor of the Treasury for action of the accounting-officers.
McPherson & Co .....	Furnishing and putting on horse-shoes .....	44 20	44 20	.....	Dec. 16, 1875	Returned to Third Auditor recommending settlement when funds are available, if it is found that no payment has been made.
Total .....	.....	2, 038 69	1, 707 26	331 43		

Respectfully submitted.

QUARTERMASTER-GENERAL'S OFFICE, January 3, 1876.

Acting Quartermaster-General, Brevet Major-General United States Army.

RUFUS INGALLS,

List of claims pending in the transportation branch, Quartermaster-General's Office, June 1, 1875, which, since that date, have been recommended for allowance, with statements in regard thereto made by General Meigs, or the Acting Quartermaster-General.

Name of claimant.	Nature of claim.	Amount of claim.	Amount approved.	Amount rejected.	Date of reference to the Treasury Department.	Statements in regard thereto made by General Meigs, or the Acting Quartermaster-General.
Otho W. Trundle	Balance due for hire of canal-boat W. P. Maulsby, from May 1 to 30, 1862, inclusive, at \$5.50.	\$130 00	\$130 00	.....	July 6, 1875	In upon presentation of the necessary proof, and on re-examination of the accounts of the officers within named, and others, the accounting officers become satisfied that payment for the whole, or any portion of the service from May 1 to May 30, 1862, has not been made to the claimant or his agent, by the Government, settlement in the sum of \$130 is recommended by the Acting Quartermaster-General, when funds become available.
Thomas A. Ficklin	Ferriage of United States troops across Black River, Arkansas, in January, 1864.	63 75	31 87	\$31 88	July 12, 1875	The evidence submitted consisting of the certificate of Capt. Thomas J. Majors, 1st Nebraska Cavalry, supported by the affidavit of claimant, is considered sufficient to substantiate the claim, and allowance is recommended in the sum of \$31.87, being a deduction of 20 per cent. of the amount claimed, in accordance with General Orders No. 6, Quartermaster-General's Office, May 11, 1864.—(Remarks by Acting Quartermaster-General.)
J. P. Peterson	Ferriage of Government troops and animals across the Minnesota River, at Kasota, Minn., during the period 1862, to May, 1863.	631 35	315 67	315 68	July 12, 1875	I am of opinion that the evidence of service presented is sufficient to justify an allowance of the claim; and settlement is accordingly recommended in the sum of \$315.67, being a deduction of 50 per cent. of the amount claimed, in accordance with General Orders No. 6, Quartermaster-General's Office, May 11, 1863. If, upon examination of the accounts of the officers named in the papers, and others, the accounting officers become satisfied that payment has not been made by the Government for the whole, or any portion of the service mentioned, and if there is any deficiency of the certificate of the officers, the claimant is to be notified of the same, and the necessary evidence is to be furnished. (Remarks by Acting Quartermaster-General.)
Zodac Philips	For use of team, wagon, and driver, in 1862.	60 00	32 00	28 00	July 16, 1875	The case is submitted for the action of the accounting officers of the Treasury, on the evidence presented, recommending no larger allowance than that recommended by the Acting Quartermaster-General. One day's service of team, two horses, and driver..... \$3 Twenty days of wagon and harness at 45 cents per day..... 9 Value of harness not returned to claimant by military authorities. 20
Peter Peebles	Services on United States military railroads during the months of July, August, September, and October, 1864.	86 50	86 50	.....	Sept. 25, 1875	Total..... 32 —(Remarks by Acting Quartermaster-General.) As there is no record in this Office of payment having been made to "Peter Peebles" for his services during September and October, 1864, and as it is believed, from the evidence submitted in this case, that the name should have been reported Peter Peebles, no allowance of \$46.50 is respectfully recommended on that account, settlement to be made when Congress shall have appropriated funds for the purpose, provided the accounting officers are satisfied from the evidence that the services were rendered by the claimant, and are yet unpaid for.—(Remarks by Acting Quartermaster-General.)

# 12 CLAIMS PASSED UPON BY QUARTERMASTER-GENERAL'S OFFICE.

*List of claims pending in the transportation branch, Quartermaster-General's Office, June 1, 1875, &c.—Continued.*

Name of claimant.	Nature of claim.	Amount of claim.	Amount approved.	Amount rejected.	Date of reference to the Treasury Department.	Statements in regard thereto made by General Meigs, or the Acting Quartermaster-General.
Allen Peebles.....	Services on United States military railroads during the months of July, August, September, and October, 1864.	\$83 50	\$83 50	.....	Sept. 25, 1875	As there is no record in this Office of payment having been made to "Allen Peebles" for his services during September and October, 1864, and as it is believed, from the evidence submitted in this case, that the name should have been reported "Wiley Sandefer," an allowance of \$83 50 is respectfully recommended on that account, settlement to be made when Congress shall have appropriated funds for that purpose, provided the accounting-officers are satisfied, from the evidence that the services were rendered by the claimant and are yet unpaid for.—(Remarks by Acting Quartermaster-General.)
Henry Thomas.....	do.....	42 00	42 00	.....	Sept. 25, 1875	As there is no record in this Office of payment having been made to this claimant for his services during September, 1864, an allowance of \$12 is respectfully recommended on that account, settlement to be made when Congress shall have appropriated funds for that purpose, provided the accounting-officers are satisfied, from the evidence that the services were rendered by the claimant and are yet unpaid for.—(Remarks by Acting Quartermaster-General.)
Wiley Sandefer.....	do.....	88 00	88 00	.....	Sept. 25, 1875	As there is no record in this Office of payment having been made to "Wiley Sandefer" for his services during September and October, 1864, and as it is believed, from the evidence submitted in this case, that the name should have been reported "Wiley Sandefer," an allowance of \$88 is respectfully recommended on that account, settlement to be made when Congress shall have appropriated funds for that purpose, provided the accounting-officers are satisfied, from the evidence that the services were rendered by the claimant and are yet unpaid for.—(Remarks by Acting Quartermaster-General.)
Richmond and Danville Railroad Company.	Transportation of United States troops and paroled prisoners of war in June and July, 1865.	23,086 62	17,314 25	\$5,773 37	Oct. 21, 1875	In view of the testimony settlement of this claim is recommended when Congress shall have appropriated funds for the purpose.—(Remarks by Acting Quartermaster-General.) See accompanying paper marked "A" for remarks of General Meigs and additional remarks of the Acting Quartermaster-General.
S. Dodge.....	Transportation of detachment of United States troops from St. Louis depot to the head of tide-water of Yacquina Bay, Oregon, and back, September 2, 1865.	124 00	124 00	.....	Nov. 1, 1875	In view of the testimony settlement of this claim is recommended when Congress shall have appropriated funds for the purpose.—(Remarks by Acting Quartermaster-General.) See accompanying paper marked "B" for additional remarks of Acting Quartermaster-General.
George Fletcher alias Toby Smith.	Services on United States military railroads during the months of July, August, September, and October, 1864.	74 75	74 75	.....	Nov. 9, 1875	As there is no record in this Office of payment having been made to Toby Smith for his services during August and September, 1864, and as it seems possible, from the evidence submitted in this case, that the name "Toby Smith," borne on the report, is the alias of the claimant, whose true name is George Fletcher, an allowance of \$74.75 is respectfully recommended, provided the accounting officers are satisfied, from the evidence, that the services were rendered by the claimant and are yet unpaid for, settlement to be made when Congress shall have appropriated funds for that purpose.—(Remarks by Acting Quartermaster-General.)

# CLAIMS PASSED UPON BY QUARTERMASTER-GENERAL'S OFFICE. 13

Santa Fe Stage Com- pany.	For amount of deduction made by the Quartermaster's Depart- ment in settlement for trans- portation of United States troops in 1866 and 1867.	2,537 96	2,545 60	11 86 July 6, 1875 to Secretary of War.	Referred to the honorable Secretary of War, with recommendation that the claim be approved for payment in the sum of \$2,545 60, when Com- missaries shall have appropriated funds for the purpose.—Remarks by Acting Quartermaster-General.) For additional description of the claim see accompanying copy of brief prepared in Quartermaster- General's Office, marked "C."
Baltimore Steam- Packet Company.	For 30 days' time alleged to have been lost by their steamers in winter of 1861-62 in preparing to execute contract to tow the channel of the harbor of Balti- more free from ice, at \$75 per day.	8,250 00	8,250 00	July 9, 1875	
Total		35,277 73	29,118 14	6,159 59	NOTE.—This claim was disallowed by the accounting-officers August 2, 1875.

Respectfully submitted.

QUARTERMASTER-GENERAL'S OFFICE, January 3, 1876.

RUFUS INGALLS,  
Acting Quartermaster-General, *Brevet Major-General, U. S. A.*

## 14 CLAIMS PASSED UPON BY QUARTERMASTER-GENERAL'S OFFICE

A.—*Claim of the Richmond and Danville Railroad Company for the transportation of United States troops and paroled prisoners of war, between Richmond and Burkeville, and Richmond and Danville, during June and July, 1865, \$23,086.62, referred by War Department for report.*

In a series of accounts presented to this Office for settlement by this company, in November, 1866, these same charges were embraced, but not allowed. In reference of those accounts to the Third Auditor of the Treasury, March 10, 1871, the following remarks were made by the Quartermaster-General:

"The records of the United States Military Railroad Department show that the road was taken possession of by the United States in April, 1865, and relinquished to the company on July 4, 1865.

"The account has been reduced by disallowing all charges accruing prior to July 4, 1865, and by allowing all charges subsequently accruing, which are based on orders of United States officers, with the certificates and indorsements of conductors of the road thereon, that transportation was furnished as required, and the affidavit of the treasurer of the railroad company herewith."

Mr. J. J. Moore, chief engineer and general superintendent United States military railroads, Department of Virginia, in his final official report of the operations of the department under his control, dated February 28, 1866, states:

"We continued to run the Richmond and Danville Railroad as a military railroad until July 4, 1865, at which time it was surrendered to the company."

Mr. Moore's statement has been received by this Office as true and official.

The company again present their claim and allege, as indicated in the letter of the attorney herewith, that the portion of the railroad between Richmond and Burkeville, 53½ miles, was released and turned over to the company June 17, 1865, and that portion between Burkeville and Danville, 87 miles, July 4, 1865.

The orders and certificates presented as subvouchers for services prior to July 4, 1865, indicate transportation only between Richmond and Burkeville.

Those for services subsequent to that date, indicate transportation between points extending over the entire length of the road.

All charges for services prior to July 4, 1865, were thrown out by this Office, irrespective of the nature of the proof of the service.

But for services subsequent to July 4, 1865, only those subvouchers were thrown out which did not embody orders from United States officers for the service, but which were based on certificates and affidavits of conductors and agents of the road.

Therefore, in the adjustment of this claim, two questions are to be considered and decided: (1st.) As to the date of relinquishment by the United States military authorities of that portion of the road between Richmond and Burkeville, and, (2nd.) As to the sufficiency of those vouchers for services, which are based upon sworn reports of agents of the road, made at the time, unsupported by requisitions of officers of the United States.

In Mr. Moore's report, referred to, no specific allusion is made to that portion of the road between Richmond and Burkeville; there is nothing but the general statement that the road was turned over July 4, 1865.

On examination, however, of the records of the Adjutant-General's and of this Office, it is found that:

On June 2, 1865, Gov. F. H. Pierpont, president of the board of public works of Virginia, addressed a letter to Maj. Gen. H. W. Halleck, commanding department, &c., requesting that so much of the Richmond and Danville Railroad as lies between Richmond and Burkeville be at once turned over to the board of public works.

On June 11, 1865, Mr. O. H. Dorrance, military superintendent of the Richmond and Danville Railroad Company, reported to the United States Military Railroad Department that Thomas Dodamead, former superintendent, had, through a representative, served on him a copy of an order of General Halleck, dated June 2, 1865, to turn over the road between Richmond and Burkeville to the board of public works of Virginia. Mr. Dorrance added, that he would act only as ordered by the United States military railroad authorities.

On June 14, 1865, Mr. J. L. Morrow, representative of Thomas Dodamead, the agent of the board of public works to receive the road, reported to General Halleck, acknowledging receipt of the order of the 9th instant from Governor Pierpont, and the order of the 2d instant from Major-General Halleck, relative to the Danville Railroad from Richmond to Burkeville Junction to be turned over to the board of public works of Virginia; states that Mr. O. H. Dorrance, superintendent of United States military railroads, said that he derived his authority from the United States Military Railroad Bureau, Washington, of which General McCallum is chief, and only through him or his officers could he receive any orders in regard to the Danville road, and, if directed by them, he would turn over; states that Major-General Halleck and Governor Pierpont had no authority.

On June 13, 1865, General Halleck telegraphed to the Quartermaster-General as follows:

"I learn from Governor Pierpont that Mr. O. H. Dorrance refuses to turn over to the board of public works the Richmond and Danville Railroad, as ordered by me, on the ground that he is ordered otherwise from Washington. Is this so?"

This telegram being referred to General D. C. McCallum, in charge United States military railroads, on June 13, 1865, was returned on the same day, with report as follows:

"Orders have been given this day, by authority of the Secretary of War, to turn over the Richmond and Burkeville Railroad to the board of public works, as ordered by General Halleck."

On June 13, 1865, the Quartermaster-General telegraphed to General Halleck as follows:

"Dispatch received; on inquiry, I learn that the Secretary of War has to-day ordered the Richmond and Burkeville Railroad to be given up to the board of public works." A letter of similar tenor was also addressed by the Quartermaster-General to General Halleck on the same day.

On June 13, 1865, General McCallum telegraphed to J. J. Moore, chief engineer and general superintendent military railroads in Virginia, as follows:

"You will instruct Mr. Dorrance to turn over the Richmond and Burkeville Railroad to the board of public works, in conformity with General Halleck's orders."

And on the same day General McCallum telegraphed to Gov. F. H. Pierpont as follows:

"I have this day ordered the Richmond and Burkeville Railroad turned over to the board of public works, and would be glad to have them take it from Burkeville to Danville."

On June 20, 1865, Mr. Moore reported to General McCallum that the road from Richmond to Burkeville had been turned over to the board of public works. This report appears to have been removed from the files; it would probably fix the exact date of the transfer of the road. Mr. Moore was stationed at Alexandria, Va.; the date of his report was June 20. Mr. Dorrance, the military superintendent of the Richmond and Danville Railroad, who it is presumed turned over the road under the instructions contained in General McCallum's telegram, was stationed at Burkeville, Va., 53 miles below Richmond. The inference is that Mr. Moore's report of June 20 was based on information received from Mr. Dorrance, and that the road was actually turned over a few days previous to the date of Mr. Moore's report; and it is not unreasonable to assume that the true date was June 17, 1865, as set forth in the affidavits presented by the company.

Copies of the papers pertaining to the case are herewith.

In regard to the certificates, made by agents of the railroad company, of transportation furnished for the military authorities, unsupported by orders of United States officers, it is observed that the company claim that such orders were issued by United States officers, but for points beyond Burkeville; that such orders could not be taken up without depriving the parties traveling of transportation beyond Burkeville; that they were allowed, therefore, to retain their orders, and, by order of the superintendent of the company, certificates were returned by the conductors to the company, to cover the transportation as far as Burkeville.

The road beyond Burkeville, it is acknowledged by the company, was not turned over until July 4, 1865, therefore these orders (if any there were) passed into the hands of the United States Military Railroad Department.

But if there were any such orders, it is possible they were destroyed, for none whatever of any kind covering transportation over the Richmond and Danville Railroad are found from search thus far made among the records of United States military railroads in Virginia. To make a thorough search will require the services of a clerk for a month.

A similar state of facts existed, it is claimed, in cases of parties traveling in other directions.

The account is prepared at the tariff rates of the company. Being for services performed, as alleged, prior to March 1, 1867, it is remarked that the rates prescribed in General Orders No. 50, Quartermaster General's Office, 1865, known as the military rates, governed the Quartermaster's Department at the time, in settlements for such transportation.

The following is a synopsis of the evidence presented by the company in support of the claim:

1. Official extract from the minutes of the proceedings of the board of public works of Virginia, June 9, 1865:

"Ordered, that the Richmond and Danville Railroad be transferred into the charge of Thomas Dodamead, engineer, who will cause the material and property of the road to be collected together, and will run the road, employing such agents and assistants as is necessary, until further instructions."

2. "Affidavit of Mr. Thomas Dodamead, that he was appointed agent of the board of public works of Virginia, on the 9th day of June, 1865, to take charge of the Rich-

## 16 CLAIMS PASSED UPON BY QUARTERMASTER-GENERAL'S OFFICE.

mond and Danville Railroad, when turned over by the proper officer of the United States, who then held it as a United States military railroad.

"That he did, by his assistant superintendent, J. L. Morrow, esq., on the 17th day of June, 1865, receive that portion of said railroad lying between the city of Richmond and Burkeville station, 53½ miles, with the work-shops, rolling-stock, &c., that belonged to the Richmond and Danville Railroad Company, on that portion of the road from the United States officers in charge. That said portion of said road then ceased to be a United States military road on that day, (June 17, 1865.) That said United States officers in charge of said portion of said road did, after turning over the portion above named to him, the said Thomas Dodamead, on the 17th day of June, 1865, as aforesaid, withdraw all of the United States employes, and the United States did not claim or exercise any authority whatever over that portion of the said railroad thereafter.

"That he, the said Thomas Dodamead, then took exclusive charge of that portion of the said road, employing the former conductors, engineers, and other employes of the Richmond and Danville Railroad Company, and such others as he deemed proper, paying them out of the earnings of the said railroad. That the balance of the said railroad, (from Burkeville to Danville,) about 88 miles, was turned over by the United States Government, through its proper officer, to him, (Dodamead,) on the 4th day of July, 1865. It then ceased to be a United States military railroad, and the United States Government did not thereafter exercise any control over, or claim any right to, any portion of the said railroad.

"That the certificates of conductors filed as sub-vouchers, with the claim of the Richmond and Danville Railroad Company against the United States for transportation done by said road in June and July, 1865, were made out in accordance with his instructions, by the conductors, as the best and only evidence that could be gotten by the company where transportation orders could not be taken up, to sustain their said claim.

"That nearly all claimed by the said company which appeared to be still unpaid by the United States, was in cases where the United States soldiers, paroled prisoners or others holding United States transportation and going over the said railroad, had United States transportation-orders issued in Richmond or farther north to points beyond Burkeville west, or south beyond Danville, and north beyond Richmond. Such orders or transportation being on single slips of paper, without coupons attached, could not be taken up until the entire journey was completed as called for in the transportation-order; hence the company was left without proper vouchers, or coupons, which should have been on all transportation-orders given over more than one railroad."

3d. Affidavit of J. L. Morrow, "That he was assistant superintendent of the Richmond and Danville Railroad Company, on and after the 17th day of June, 1865, for the balance of said year; also, that Thomas Dodamead, esq., was appointed by the board of public works of Virginia as agent, and took charge of the said railroad, or that part thereof lying between the city of Richmond and Burkeville station, on the 17th day of June, 1865.

"That, from the time said Thomas Dodamead took charge of said railroad, the employes of every description were paid, by the company's earnings out of their funds, and by the proper officer of said company, as their pay-roll shows.

"That the commanding officer of the Department of Virginia, provost-marshal at Richmond, or other officer of the United States on duty at Richmond, and the officer stationed south of Danville or west of Burkeville, Virginia, frequently gave orders to paroled prisoners or other prisoners going north or south over the entire road or portions of it, beyond either end of said road, which orders or transportation could not be taken up by the conductor of the Richmond and Danville Railroad; hence the company could not furnish vouchers to the United States Government to make good their claims for this class of transportation, such orders frequently on single slips of paper, which could not be taken up until the entire distance mentioned in said order was gone over by the person holding them.

"That the said company were then obliged to depend on the statements of its conductors as to the service actually done; that frequent complaints were made by the conductors that they could not take up the transportation, they being orders from certain United States officers, and he has every reason to believe many thousands of dollars' worth of transportation was furnished by said company on and after June 17, 1865, for which they were never paid."

4th. Authenticated copy of the pay-rolls of the company for June and July, 1865, to show that the company hired and paid employes from the 17th of June, 1865, among whom were the conductors whose certificates are presented in support of this claim.

5th. Affidavit of W. M. S. Dunn, "that he was engineer of repairs for the Richmond and Danville Railroad Company, on and after the 17th day of June, 1865.

"That that portion of the said Richmond and Danville road lying between the city of Richmond and Burkeville station (about 53½ miles) was turned over by the United States Government to Col. Thomas Dodamead, agent for the board of public works of Virginia, through his (Colonel Dodamead) assistant superintendent, J. L. Morrow, esq.,

Mr. Do lamead being sick at the time, on the 17th day of June 1865, the United States Government ceased to exercise or claim any right or control, whatever, over this portion of the road."

6th. Affidavit of Charles B. Vaden, "that he was a conductor for the Richmond and Danville Railroad Company in the latter part of June and July, 1865, and the papers marked, '2A,' '3A,' '4A,' '15A,' '16A,' '17A,' '18A,' '19A,' '20A,' '21A,' '22A,' '23A,' and '24A,' respectively, and filed with the accounts of the Richmond and Danville Railroad Company, in their claim against the United States Government for passenger-transportation done in the months of June and July, 1865, are in his handwriting, and each one was made out and signed by him, on or about the date each bears. That they specify the true number of passengers passing over the said railroad on the dates they bear, and under the circumstances named in each. That they were signed by him while he was a conductor for said company, and he believes present the true facts in each case named in them. That he went on duty for the said railroad company after said railroad was released by the United States Government, and turned over to the said company, or that portion of said railroad lying between Richmond and Burkeville had been turned over as aforesaid, in June, about the 22d or 23d day, 1865, as the pay-rolls of said company show that he drew eight days' pay in June, 1865, for services rendered said company as conductor. That he was not a conductor at any time in 1865 for the United States authorities, or under any officer of the United States while they held charge of any part of said railroad prior to June 17, 1865, and was a regular conductor for the said company under the supervision of Col. Thomas Dodamead after said 17th day of June, 1865. That the certificates marked as aforesaid were turned over by him to the said company because of soldiers or other persons going over said railroad, for which said certificates were made and turned in, held transportation-orders of the United States Government officers from Washington, Richmond, and other points, written or printed on a single piece of paper without coupons attached, to points beyond Burkeville or Danville south, or on South Side Railroad west from Burkeville, and from points south of Danville, or from that city north of Richmond, or east or west from Burkeville, and so on, making it simply impossible for the conductors to take up the transportation-orders in very many cases, and for large numbers of men. And such the case in the instances specified by the papers marked as aforesaid in his own case. That the Piedmont Railroad (running from Danville, Va., to Greensborough, N. C.) was not finally turned over by the United States until late in 1865, or early in 1866. That W. E. Vaden and W. E. Taylor, who were conductors for said company in June and July, 1865, are both dead. That he is fully satisfied that their certificates were turned in to the said company, because of their inability to take up the transportation-orders."

7th. Affidavit of William S. A. Royall, "that he was a conductor for the Richmond and Danville Railroad Company for and after the 17th day of June, 1865, for balance June, July, and August, 1865.

"That the certificate of transportation furnished for 370 returned prisoners from Richmond to Burkeville Junction (53½ miles) July 3, 1865, marked '12B,' filed with the accounts of the Richmond and Danville Railroad Company, in their claim against the United States for transportation of passengers in June and July, 1865, is in his handwriting, and was signed by him while he was a conductor for said company after said railroad was turned over by the United States Government to Colonel Dodamead, (agent for the board of public works of Virginia,) in 1865—or that part of said railroad lying between Richmond and Burkeville, Va., was turned over as aforesaid about the 17th day of June, 1865, as the pay-rolls of said company show he was paid 14 days' pay as conductor in June, 1865.

"That the certificate marked '12B' as aforesaid, was turned over by him to said company because the prisoners named therein had transportation beyond Burkeville Junction, south, and it could not be taken up by him as conductor. That he was directed by the officers of the company to make out and turn in such certificates, where transportation-orders could not be taken up.

"That W. E. Vaden and W. E. Taylor, who were conductors for said company in 1865, are both dead. That he is fully satisfied that their certificates were turned in to the said company because of their inability to take up transportation-orders."

Respectfully submitted to the Quartermaster-General.

M. I. LUDINGTON,  
Quartermaster.

APRIL 30, 1875.

[2d indorsement.]

QUARTERMASTER-GENERAL'S OFFICE,  
Washington, D. C., May 3, 1875.

Respectfully returned to the honorable the Secretary of War, with report prepared in this Office, giving all information known to it on the subject-matter.

There is no fund at the disposal of the Secretary of War, or of the accounting-officers, out of which this claim or any portion hereof can be paid.



## 18 CLAIMS PASSED UPON BY QUARTERMASTER-GENERAL'S OFFICE.

I recommend that the papers be transmitted to the Third Auditor for such action as may be required or allowed by law, and that the petitioner be advised that the War Department has no power to grant relief, and that his only recourse is to Congress.

In my opinion, no higher rates should be allowed this road for any services ultimately shown to have been rendered and not paid after the United States ceased to operate any portion of the road than were allowed to roads in loyal States for similar service under the arrangement approved by the late Secretary of War, E. M. Stanton.

M. C. MEIGS,

*Quartermaster-General, Bvt. Maj. General, U. S. Army.*

[3d indorsement.]

WAR DEPARTMENT,  
June 19, 1875.

Respectfully returned to the Quartermaster-General, calling attention to attorney's letter dated June 8, 1875. The Quartermaster-General is instructed to cause a thorough search to be made for orders of United States officers alleged to have been given for the transportation in question and taken up at points beyond; also to report the amount of such transportation finally proved and still unpaid for, together with an account of the same, prepared at such rates as would be just compensation, without restriction to the rates agreed upon with northern roads.

W. W. BELKNAP,  
*Secretary of War.*

[4th indorsement.]

QUARTERMASTER-GENERAL'S OFFICE,  
Washington, D. C., June 25, 1875.

Respectfully transmitted to the Third Auditor of the Treasury, with request that the sub-vouchers for transportation services filed with the following accounts, viz: South Side Railroad Company, \$19,086.86, referred to Third Auditor January 24, 1866; Piedmont Railroad Company, \$4,575.12, referred to Third Auditor March 3, 1866; Piedmont Railroad Company, \$21,258.61, referred to Third Auditor June 26, 1866, be returned, and this Office informed whether or not they show that orders were given by United States officers for transportation over the Richmond and Danville Railroad as charged in inclosed account, or furnish any data indicating that such orders were issued and what disposition was made of them.

If any such orders are found, copies are respectfully requested, or if there is any information on the subject among the records of the Third Auditor's Office it is respectfully requested that this Office be advised thereof.

By order Acting Quartermaster-General:

M. I. LUDINGTON,  
*Quartermaster, U. S. Army.*

THEASURY DEPARTMENT,  
THIRD AUDITOR'S OFFICE,  
June 28, 1875.

Respectfully returned to the Quartermaster-General. An examination of the settlements referred to in your indorsement of the 26th instant has been made, and discloses the fact that orders covering transportation for 28 men over the Richmond and Danville Railroad from Richmond to points beyond Burkeville on the South Side Railroad were presented in an account of the latter railroad company for July, 1865, each order covering the entire distance traveled over both roads. No payment, however, was claimed or allowed for the proportion due the Richmond and Danville Railroad Company on account of this transportation.

The South Side Railroad has not presented any account for June, 1865, and it is believed that the road was at that time operated by the Government, and any orders for transportation, if any were given, would most probably be found in the United States military railroad records.

Orders for the transportation of 41 men, from Richmond to Danville, were presented in an account of John S. Lewis, the Treasury agent who operated the Piedmont Railroad, for July, 1865.

No payments have been made on account of this service, as the Piedmont Railroad was operated by the Government during the period the service was rendered. A detailed description of the orders before referred to is inclosed.

Attention is also invited to the inclosed copy of a statement certified to by O. H. Dorrance, superintendent Piedmont Railroad, and Capt. R. V. Clarke, assistant quartermaster, filed as a voucher in the account of John S. Lewis, aforesaid, from which it appears that thirty-three regiments and detachments consisting of several thousand troops were transported over the Piedmont Railroad from Greensborough, N. C., to Dan .

## CLAIMS PASSED UPON BY QUARTERMASTER-GENERAL'S OFFICE. 19

ville, Va., the point of its junction with the Richmond and Danville Railroad, between June 26 and July 25, 1865, without orders for transportation. This statement may be deemed important, inasmuch as there was at that time no connection at Danville by which the troops could have been transported *en route* to their destination north, except the Richmond and Danville Railroad.

ALLAN RUTHERFORD,  
*Auditor.*

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QUARTERMASTER-GENERAL'S OFFICE,  
*August 4, 1875.*

Respectfully returned to the honorable Secretary of War, inviting attention to the inclosed statements made from the records of the Third Auditor's Office, which seem to indicate that vouchers for a portion of the transportation charged for are on file in the Treasury Department, and also that large bodies of men were, during June and July, 1865, sent up from Greensborough to Danville, probably *en route* farther north, in which case they would necessarily pass over the Richmond and Danville Railroad.

As directed by the honorable Secretary of War, a thorough search has been made of the public records in charge of this Office pertaining to military railroads "for orders of United States officers alleged to have been given for the transportation in question, and taken up at points beyond," and I have to report the failure to find any transportation orders or passes whatever, which bear date as of the year 1865, after a careful examination of all boxes of military railroad records which contain such orders or passes.

This Office is unable to prove that the alleged services have not been rendered, or that they have been paid for. If the evidence presented by the company is accepted as proof establishing the claim, I recommend, as a precautionary measure, that the accounts of Captains W. H. D. Cochran and George B. Cadwallader, disbursing-officers of this Department at Richmond during June, July, and August, 1865, be closely examined at the Treasury Department for the purpose of ascertaining whether or not the charges made in the account, or any of them, have been paid by those officers. They have not been paid on settlements made direct through this Office and the Treasury.

Inclosed is an account prepared in this Office in which the items in the claim are restated, and a rate of 4½ cents per man per mile applied thereto. This appears to be about the average of the rates prevailing for passenger-transportation on railroads connecting with and in the vicinity of the Richmond and Danville Railroad. The account so stated amounts to \$17,314.25.

This is considered a fair and remunerative allowance considering the nature and circumstances of the case. If it is considered that the tariff-rates of the company would not be more than a just compensation, it is observed that the account prepared by the company at 6 cents per man per mile, amounting to \$23,056.62, is prepared at tariff-rates, and is clerically correct.

RUFUS INGALLS,  
*Acting Quartermaster-General U. S. A.*

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WAR DEPARTMENT,  
*September 16, 1875.*

Respectfully referred to the Third Auditor of the Treasury with request that the accounts of Captains W. H. D. Cochran and George B. Cadwallader, disbursing-officers of the Quartermaster's Department at Richmond, Virginia, during June, July, and August, 1865, be closely examined for the purpose of ascertaining whether or not the charges made in the accompanying accounts of the Richmond and Danville Railroad, or any of them, have been paid by those officers; and for such other information having any bearing on this claim as the examination of said accounts may develop.

WM. W. BELKNAP,  
*Secretary of War.*

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TREASURY DEPARTMENT,  
*Third Auditor's Office, October 7, 1875.*

Respectfully returned to the Secretary of War, with the information that the disbursing-accounts of W. H. D. Cochran and George B. Cadwallader, for the months of June, July, and August, 1865, show no payments to the Richmond and Danville Railroad.

A. M. GANGEWER,  
*Acting Auditor.*

## 20 CLAIMS PASSED UPON BY QUARTERMASTER-GENERAL'S OFFICE.

WAR DEPARTMENT,  
October 11, 1875.

Respectfully returned to the Acting Quartermaster-General, with request for his opinion in the light of his experience in military transportation, whether (the absence of regular proof being accounted for) the evidence now before the Department is sufficient to establish the claim; and with authority, if desired, to send a suitable officer or agent to the region of the railroad, to make any investigation likely to aid the Department in arriving at a just decision.

WM. W. BELKNAP,  
*Secretary of War.*

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QUARTERMASTER-GENERAL'S OFFICE,  
October 19, 1875.

Respectfully returned to the honorable Secretary of War. In my opinion the evidence contained in these papers, verified by official records, establishes the fact that the portion of the Richmond and Danville Railroad between Richmond and Burkeville, fifty-three and a half miles, was turned over to the company by the United States Military Railroad Department, June 17, 1865, and that thereafter the management and operation of that portion of the road, and the expenses incident thereto, were assumed by the railroad company.

Therefore, the grounds on which the claim was disallowed by this Office March 10, 1871, viz: "that the road was not relinquished to the company until July 4, 1865," are no longer tenable, and the company is entitled to payment for all transportation services between the points named proved to have been rendered for the Quartermaster's Department from June 17 to July 4, 1865.

This account is for such services; the absence of regular proofs is accounted for; the evidence now before the Department establishes the facts:

1. That the United States has made no payment whatever for military transportation services rendered by the company during the alleged period of these services.

2. That troops and paroled prisoners did pass over the road during the time.

The specific dates of the passage of each detachment, their number, and the respective points between which they were transported, and to which they were destined, as set forth by the company, are statements which, it seems, cannot be either verified or disproved from official records, nor do I think that an agent sent at this late date to investigate the claim in the region of the railroad could throw any light on the subject.

In my opinion the evidence now before the Department seems sufficient to establish the fact that the United States is indebted to the company for transportation during the period covered by the account.

RUFUS INGALLS,  
*Acting Quartermaster-General, Brevet Major-General, U. S. A.*

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WAR DEPARTMENT,  
October 20, 1875.

Respectfully returned to the honorable the Secretary of War.

Although the proof presented to sustain this claim is not as satisfactory as is desirable, yet it is believed to be sufficient, under the circumstances, to warrant the payment for the services as stated, at the rate of 4½ cents per man per mile; and it is accordingly recommended that the papers in the case be transmitted to the accounting-officers of the Treasury, through the Quartermaster-General, approved for payment at that rate.

W. M. DUNN,  
*Assistant Judge-Advocate-General.*

OCTOBER 20, 1875.

Approved.

WM. W. BELKNAP,  
*Secretary of War.*

QUARTERMASTER-GENERAL'S OFFICE,  
Washington, D. C., October 21, 1875.

Respectfully transmitted to the Third Auditor of the Treasury, for settlement in accordance with foregoing decision of the Secretary of War.

RUFUS INGALLS,  
*Acting Quartermaster-General, Brevet Major-General, U. S. A.*

QUARTERMASTER-GENERAL'S OFFICE,  
December 21, 1875.

True copies.

HENRY C. HODGES,  
*Digit Quartermaster, U. S. A.*

CLAIMS PASSED UPON BY QUARTERMASTER-GENERAL'S OFFICE. 21

B.

QUARTERMASTER-GENERAL'S OFFICE,  
November 1, 1875.

SIR: Herewith are respectfully transmitted two claims of S. Dodge—one for the transportation of a detachment of United States troops, consisting of Lieut. W. R. Dunbar and ten enlisted men of Company A, First Regiment, Oregon Infantry, from Siletz depot to the head of tide-water on the Yaquina Bay, Oregon, *and back*, September 2, 1865, thirty-two miles, at \$8 per man, \$88; and one for the transportation of a detachment of United States troops, consisting of Lieutenant Dunbar and seven enlisted men of Company A, First Regiment Oregon Infantry, from Siletz depot, Oregon, to the head of tide-water on the Yaquina Bay, Oregon, sixteen miles, at \$4.50 per man, \$36; total, \$124.

The papers on which these claims are based, are: 1. Vouchers for the services, issued and approved by Lieut. Wm. J. Shipley, First Oregon Infantry, A. A. Q. M., and commanding at Fort Yamhill, Oregon.

2. A certificate issued by Lieutenant Dunbar under date of January 12, 1867, to the effect that the transportation was furnished, and that claimant is entitled to payment therefor.

3. An indorsement of the Adjutant-General of the Army, to the effect that the claims are properly within the province of the Quartermaster-General of the Army, for administrative action, providing the transportation was furnished the troops specified therein.

4. Communication from the Commissioner of Indian Affairs to the effect that a small detachment of troops had been stationed at Siletz agency in 1866.

These claims were filed in this Office, October 5, 1874, by Mr. W. C. Griswold, of Salem, Oregon. On November 28, 1874, he was advised that as the officer who issued the vouchers has failed to report the services to this Office as required by regulations, although other services of a similar nature are reported and have been paid by him, and in view of the long delay in presenting the claims, it would be required that they be substantiated by affidavits of credible persons cognizant of the facts, and an explanation he made of the delay in presenting them for settlement.

These requirements have been complied with by Mr. Griswold, who now files the following papers:

1. Affidavit of G. C. Litchfield, that he purchased the vouchers from Mr. Dodge, and sent them to Philip Cohen, his correspondent at Portland, Oregon, for collection from the Quartermaster's Department; that he was informed at the time that they were not paid, for want of funds; that they were thereafter lost or mislaid by Mr. Cohen, and not returned to the affiant until some time in 1874, when by his order they were sold to Mr. Griswold; that he knows that Mr. Dodge performed the services as stated.

2. Affidavit of R. P. Earhart, corroborating Mr. Litchfield's affidavit, and stating that by Mr. Litchfield's direction, he (the affiant) disposed of the vouchers to Mr. Griswold for a certain consideration.

3. Affidavit of Benj. Simpson, who was Indian agent at Siletz agency at the time the alleged services were rendered, to the effect that he knows the services were rendered; that they were necessary; that the troops were required at the agency, and sent on affiant's requisition.

4. Affidavit of W. J. Shipley, late first lieutenant First Oregon Infantry and A. A. Q. M., the officer who issued the vouchers, showing the necessity for the services; that the vouchers are correct and just, and should be paid, and that they should have been reported by him as required by regulations.

5. Affidavit of Philip Cohen, of Portland, Oregon, to the effect that he received these vouchers from J. G. Litchfield, for collection; that they were not paid by the assistant paymaster (?) at Portland for want of funds; that by some means the vouchers afterward got among some of his private papers and were lost until the spring of 1874, when they were found and returned to Mr. Litchfield. This in explanation of the delay in presenting them for settlement.

In view of the testimony above described, settlement of these claims is recommended when Congress shall have appropriated funds for the purpose.

Mr. Griswold has been advised of this action.

Respectfully, your obedient servant,

RUFUS INGALLS,  
*Acting Quartermaster-General, Bvt. Maj. Gen., U. S. A.*

THE THIRD AUDITOR OF THE TREASURY.

QUARTERMASTER-GENERAL'S OFFICE, December 21, 1875.

A true copy.

HENRY C. HODGES,  
*Quartermaster, United States Army.*

## 22 CLAIMS PASSED UPON BY QUARTERMASTER-GENERAL'S OFFICE.

Santa Fé Stage Company. Claim for amounts deducted in settlement of certain accounts by the Quartermaster's Department, viz: 33½ per cent. of tariff rates.

The deductions referred to are:

From account paid by Col. J. A. Potter, quartermaster, U. S. A., May 19, 1866...	\$607 00
From account paid by Col. J. A. Potter, quartermaster, U. S. A., May 19, 1866...	857 00
From account paid by Col. J. A. Potter, quartermaster, U. S. A., May 26, 1866...	113 34
From account paid by Col. J. A. Potter, quartermaster, U. S. A., May 26, 1866...	77 82
From account paid by Col. J. A. Potter, quartermaster, U. S. A., May 26, 1866...	11 67
From account paid by Col. J. A. Potter, quartermaster, U. S. A., July 13, 1866...	56 67
From accounts settled through the Quartermaster-General's Office and the Treasury Department in 1867.....	822 10
<b>Total .....</b>	<b>2,545 60</b>

On examination of the records of this Office and of the Treasury Department it is found that the deductions stated were actually made.

Mr. George K. Otis, agent Santa Fé Stage Company, in a letter to the Acting Quartermaster-General, states that these deductions were made by order of Quartermaster-General Meigs, "against which deduction our company duly protested. Copy of said protest I send herewith."

The protest referred to consists of a letter to the Secretary of War from Mr. Bradley Barlaw, proprietor of the stage-line, dated February 15, 1869, (nearly three years after the settlements were made,) complaining that full rates were not paid, and claiming the same.

In that letter Mr. Barlaw states that he accepted the payments under protest at the time.

No protest, however, accompanies the paid accounts, which are unqualifiedly receipted "in full of above account."

The circumstances of the reduction of 33½ per cent. of tariff rates are that the same was recommended by Colonel Potter, the disbursing-officer, and approved by the Quartermaster-General on all routes west of the Missouri, where the Government furnished escorts, which included this route.

Mr. Otis states: "The case is precisely the same as in the Overland Stage-line, where the same deduction was made, and which, by order of the Secretary of War, was refunded them."

The following is a statement of the case of the Overland Stage Company referred to:

In 1866 a series of accounts, 193 in number, of the Overland Stage Company, Overland Mail and Express Company, and Overland Mail Company, Benjamin Holladay, president, for military transportation from the spring of 1864 to October, 1865, amounting in the aggregate to \$38,345.63, were settled through this Office.

These accounts were settled, as rendered, at the full tariff-rates of the company.

It was proposed by the Quartermaster-General at the time, however, to reduce the rates charged by the company for military transportation, upon the following general principles and for the following reasons:

1st. That all services, as well as supplies, can be more cheaply furnished on a large scale than to individuals, and therefore should be furnished cheaper to Government—the heaviest customer of all.

2d. That Government should not submit for the services it requires to the excessive rates which a monopoly exacts from individuals, but pay only a reasonable and just equivalent, such as were there fair competition would alone be demanded.

These principles have been recognized and followed in the settlement of transportation-accounts throughout the war.

Upon ferries, bridges, and turnpikes a reduction is made of 50 per cent. upon the charges to the public.

The rate paid railroad companies—two cents per mile—is equal to a reduction between 50 and 33 per cent. upon their charges to the public.

Usual stage-transportation averages not above eight cents per mile. This road charges about thirty cents per mile. That there is a great difference between this and eastern stage-routes is recognized.

It was therefore considered by the Quartermaster-General that this company should be allowed its own tariff-rates, with a deduction upon the general grounds above stated of 33½ per cent., making a rate of about twenty cents per mile, which was believed to be, taking also in consideration the facilities afforded this company by Government, a sufficient compensation for the services rendered.

The reduction of rates proposed by the Quartermaster-General was not approved by the Secretary of War, and full rates were paid to the company, in accordance with the following decision of the Secretary of War, October 1, 1867:

"It is the opinion of the Secretary of War, *ad interim*, that there should have been a stipulation arranged with the proprietor of the stage-line at the commencement of the transportation-service to be performed, fixing the rates of such transportation. In

# CLAIMS PASSED UPON BY QUARTERMASTER-GENERAL'S OFFICE 23

default of this, and in view of all the facts, it is concluded that justice requires the allowance of 33 $\frac{1}{3}$  per cent., hitherto withheld.

"The Quartermaster-General will accordingly pay that amount."

Respectfully submitted to the Acting Quartermaster-General.

M. I. LUDINGTON,  
Quartermaster.

JULY 3, 1875.

QUARTERMASTER-GENERAL'S OFFICE,  
January 3, 1876.

A true copy :

HENRY C. HODGES,  
Quartermaster, United States Army.

D.—List of claims pending in the barracks and quarters branch, Quartermaster-General's Office, June 1, 1875, which, since that date, have been recommended for allowance.

Name of claimant.	Nature of claim.	Amount of claim.	Amount approved.	Date of reference to the Treasury and officers.	Statements in regard thereto.
M. V. Plank .....	Services ..	\$435 50	\$435 50	June 2, 1875	Referred to the Third Auditor for settlement from any appropriation applicable, inviting attention to card-notes of General Meigs. (Copy herewith.)
U. S. Ostrander ....	Services ..	435 50	435 50	June 2, 1875	Do.
Thomas Harvey .....	Services ..	435 50	435 50	June 2, 1875	Do.
G. H. Lubert .....	Services ..	435 50	435 50	June 2, 1875	Do.
Joseph Redfern .....	Repairs ..	98 00	95 00	June 16, 1875	Referred for payment to Major G. Bell, acting depot quartermaster, (by Acting Quartermaster-General.)
		1,837 00	1,837 00		

Respectfully submitted.

RUFUS INGALLS,  
Acting Quartermaster-General, Brevet Major-General, U. S. A.

QUARTERMASTER-GENERAL'S OFFICE, January 3, 1876.

QUARTERMASTER-GENERAL'S OFFICE,  
May 26, 1875.

Case of M. V. Plank and others.

This claim depends upon the meaning of the articles of hiring. They signed papers covenanting to work for the United States till 1st of June ensuing; to forfeit certain advantages if they were discharged before the 1st of June for fault.

The officers of the United States should have reserved the right to discharge them sooner if not needed for the full term, or if money gave out. The usual form of articles in such cases provides for service till a date certain, unless sooner discharged.

Colonel Tompkins erred in his instructions. Whether the right to discharge earlier remained with the United States or no, is a legal question, which ought, I think, to be approached in a liberal spirit by the United States in dealing with a citizen who went to so distant a post.

The term was within the one fiscal year. The appropriation for barracks and quarters, under which they were employed, was originally sufficient; and I see no illegality in the contract. But it is not, under Supreme Court decision, (Filor case,) legally binding on the United States, as it had not the approval of the Quartermaster-General, who, had it been brought to his notice, would, it is to be supposed, have disapproved it.

Yet, on the whole, I think that the United States ought to allow the claim. The men had a right to expect employment for the full term. They knew nothing of the legal meshes of the case. There is no appropriation now applicable, I presume. If there is, send the papers to the Third Auditor, with these notes, and recommend settlement. If there is not it must, after reference to the Treasury, wait any applicable appropriation of Congress.

M. C. MEIGS.



CLAIMS PASSED UPON BY PRESENT ACTING QUARTER-  
MASTER-GENERAL.

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L E T T E R

FROM

THE CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING,

*In connection with the report of the Acting Quartermaster-General, sent to the House on the 6th instant, statements of claims passed upon by the Quartermaster-General's Office since the Acting Quartermaster-General has had charge thereof.*

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JANUARY 18, 1876.—Referred to the Committee on Military Affairs, and ordered to be printed.

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WAR DEPARTMENT, January 14, 1876.

The chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the House of Representatives, in connection with report of the Acting Quartermaster-General, transmitted to the House of Representatives on the 6th instant, in response to House resolution of the 15th ultimo, exhibits A to H, inclusive, to accompany statements of the claims which have been passed upon by the Quartermaster-General's Office since the Acting Quartermaster-General has had charge thereof.

H. T. CROSBY,  
*Chief Clerk.*

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EXHIBIT A.

WASHINGTON, D. C., 1875.

Claim of Jesse Webster, a citizen of Hawkins County, Tennessee, for compensation for pasturing 26 horses 23 days, at 25 cents per horse per day, \$169.70; corrected, \$149.50, alleged to have been furnished from about June 18, 1865, in Hawkins County, Tennessee, to Sergeant H. M. Hooper, Company D, Ninth Tennessee Cavalry, and a certificate received therefor.

LOYALTY.

Claimant was reported disloyal by Colonel A. R. Eddy, January 20, 1871, and January 30, 1871, the same officer, upon a re-investigation, reported as follows: "I would respectfully state that evidence has since been received through Mr. Drury, the agent making the investigation, which leads me to reconsider my former report, and pronounce Mr. Webster loyal during the war." His loyalty is also certified by John W. Caldwell, postmaster at Rogersville, Tennessee.

The evidence as to the property having been furnished and used is as follows: The sworn statement of claimant, dated May 2, 1870, setting forth that the pasturing, as above stated, was furnished by him from about the 18th of June, 1861, in Hawkins County, Tennessee, to H. M. Hooper, sergeant Company D, Ninth Tennessee Cavalry, for the



## 2 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

use of, and was used by, the United States Army; that no payment has been made, or compensation received in any way for the whole or any part thereof; that the price charged is reasonable and just, and does not exceed the market-price at the time and place stated.

John N. Smith and Lazarus King, citizens of Hawkins County, Tennessee, jointly testify that the property charged for was used, as stated, by the United States Army, and that the charge was the market-price at the time and place stated; that they know the facts stated in the above affidavit are true, because they were neighbors, and saw the horses in the pasture every day:

The following is a copy of the certificate before referred to:

DETACHMENT COMPANY D, NINTH TENNESSEE CAVALRY,  
June 18, 1865.

I, H. M. Hooper, certify on honor that Jesse Webster has furnished pasture for the term of 23 days for 26 Government horses, for which the Government will pay.

H. M. HOOPER,

*First Sergeant Company D, Ninth Tennessee Cavalry.*

Signature verified by Second Auditor Treasury.

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WAR DEPARTMENT, QUARTERMASTER-GENERAL'S OFFICE,  
*Washington, D. C., February 28, 1871.*

SIR: You are respectfully informed that the claim in favor of Jesse Webster, of Hawkins County, Tennessee, for value of certain quartermaster stores, amounting to \$169.70, filed in this Office May 2, 1870, is not allowed.

The Quartermaster-General is unable to certify that he is convinced of the loyalty of the claimant, as required by law of July 4, 1864, before reporting the claim to the Third Auditor with recommendation for settlement.

By order of the Quartermaster-General.

Very respectfully, your obedient servant,

M. I. LUDINGTON,  
*Quartermaster, United States Army.*

W. S. KYLE, Esq.,  
*Rogersville, Tennessee.*

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WAR DEPARTMENT, QUARTERMASTER-GENERAL'S OFFICE,  
*Washington, D. C., March 18, 1875.*

SIR: To enable this Office to report upon the merits of claim of Jesse Webster, of Hawkins County, Tennessee, for pasture, information is desired as to whether the signature of H. M. Hooper, sergeant Company D, Ninth Tennessee Cavalry, attached to the inclosed receipt, is genuine.

By order of the Quartermaster-General.

Very respectfully, your obedient servant,

M. I. LUDINGTON,  
*Quartermaster, United States Army.*

The SECOND AUDITOR OF THE TREASURY.

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### EXHIBIT B.

[CIRCULAR—SECOND COMPTROLLER'S OFFICE.]

TREASURY DEPARTMENT, *November 13, 1871.*

SIR: My attention having been called to the fact that claims against the United States which have been submitted for adjudication to the Court of Claims are sometimes brought before the accounting-officers of the Treasury for hearing and determination by them after such submission, I respectfully request that no such claim shall hereafter be entertained by the accounting-officers, but that the same be left for the determination of the Court of Claims.

In cases where a claim or account against the United States has been examined, and a decision made thereon by the proper accounting-officers, I request that no such case shall be re-opened, except upon application to the Secretary of the Treasury and by his direction in writing.

Very respectfully,

GEO. S. BOUTWELL,  
*Secretary of the Treasury.*

Hon. JOHN M. BRODHEAD,  
*Second Comptroller.*

# CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL. 3

NOTE BY THE SECOND COMPTROLLER.

In cases of the second class the proper course to be observed is to make the application to the Secretary of the Treasury. If the Secretary shall in writing direct the case to be re-opened, the Second Comptroller will request the Auditor (providing his examination and report have been adverse to the allowance of the claim) to cause an examination of the additional evidence and facts in the premises to be made, and report the result of his examination to this Office. If the former examination and report of the Auditor were in favor of the allowance of the claim, but on revision by the Second Comptroller the action of the Auditor was not concurred in by him, the Second Comptroller will himself cause the examination to be made.

J. M. BRODHEAD,  
*Comptroller.*

TREASURY DEPARTMENT, SECOND COMPTROLLER'S OFFICE,  
November 14, 1871.

DECEMBER 14, 1875.

SIR: In compliance with your request of the 12th instant, the claim of Henrietta E. Young, executrix of the estate of George W. Young, deceased, is herewith returned.

In accordance with the provisions of the circular of the Secretary of the Treasury of November 13, 1871, this case cannot be re-opened except upon application being made by the claimant to that officer, and then by his direction in writing.

When the allowance of \$2,640 was made by the Quartermaster-General of the Army for the use and occupation of the estates of George W. Young, he had under consideration the claims of said Young for the use and occupation of his estates of "Giesborough" and "Nonesuch," Washington County, District of Columbia, made February 28, 1866, for the sum of \$7,220; March 2, 1866; for the sum of \$41,488.75; and May 22, 1866, for the sum of \$36,610. The claim of the said Young of March 2, 1866, for the sum of \$41,488.75, embraced all the items included in the declaration of Henrietta E. Young, executrix of the estate of the said Young, deceased, given under date of May 24, 1872, being the demand now made upon the United States. October 23, 1866, the Quartermaster-General of the Army recommended to the Secretary of War "that the said sum of \$2,640 be paid the said Young in full of all claims against the United States, and claimant was so notified." And the said sum of \$2,640 was received by Henrietta E. Young, the legal representative of the estate of George W. Young, deceased, June 22, 1867, without protest, as per war warrant 2597, June 18, 1867, and Treasury draft 6562, June 20, 1867. The Quartermaster-General, in making this award, considered as a set-off to any damages that might have accrued to claimant by reason of the use and occupation of "Giesborough" by his Department the facts that for the term of occupancy of "Giesborough Manor" under the lease, from August 12, 1863, to August 31, 1866, claimant had been paid an annual rental of \$6,000; the land had been greatly enriched by the thousands of animals kept upon it; miles of drainage pipes had been laid, thereby reclaiming fifty acres of swamp land to garden land; a large amount of new fencing had been constructed; valuable and costly wharfage built; the mansion house, barns, and outbuildings repaired and remodeled; new buildings erected and left upon the premises—all of which improvements made by the Quartermaster's Department of the Army of the United States inured to the benefit of the owner of the property without any immediate compensation being made on his part to the Government.

J. M. BRODHEAD,  
*Comptroller.*

Hon. A. RUTHERFORD,  
*Third Auditor.*

CAPITOL HILL, No. 12 NORTH A STREET, December 1, 1864.

DEAR SIR: Mr. Young, of the Giesborough farm, is hard up for want of the ordinary income from his farm, fisheries and gardens, since they were taken for the use of the Government. He has been unable to support his family as was his custom in winter in town, and had to build a new country residence on another farm much inferior in productiveness and situation to this. His conduct since the breaking out of the rebellion has been unexceptionable. My son, Hugh Ewing, married his eldest daughter, and immediately on the breaking out of the war entered the service; being interested in the family, I laid down the law of loyalty and allegiance at once to Mr. Young and am advised he has followed it out religiously. Justice demands, and his situation requires, that he be paid rent for his property without waiting for the tardy action of Congress upon it. The question of purchase or permanent rent can be settled afterward.

The past year has been much more productive to farmers and gardeners than former years, a fact which should not be lost sight of in fixing the amount of rent for the year.

#### 4 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

Be kind enough to attend to this and advise me, and it would be well to appoint some one to meet Mr. Young at my office, or some other designated place, to fix the amount of rent.

The destruction of timber and fences may remain an open question till Congress determines the question of purchase or permanent rent.

Very respectfully yours,

T. EWING.

Colonel DANA,  
*Assistant Secretary, &c.*

[Indorsement.]

QUARTERMASTER-GENERAL'S OFFICE, *December 6, 1864.*

Respectfully referred to Col. James A. Ekin, in charge of the first division, Quartermaster-General's Office, for report.

By order of the Quartermaster-General.

J. J. DANA,  
*Colonel Quartermaster's Department.*

NO. 12 NORTH A STREET, *Washington, D. C.*

DEAR SIR: The reference to the Quartermaster-General will, I fear, cause much delay, not that there is anything for him to examine, for Mr. Young has held about forty years entire possession, and traces his title back by deed for about one hundred and fifty years, all which were examined and reported upon by the solicitor of the Department, but I understand last spring the reference had been made, and went to the Attorney-General's Office. He knew nothing of it, and I afterward found the papers were with you. Certainly such reference or a report upon it is not necessary to enable the Department to pay rent for the actual time they have possessed the house and grounds and kept the occupant out of possession; and delay has become a serious grievance to Mr. Young. I hope an arrangement will be made at some early day for the rent, and let all else wait the pleasure of the Department.

I am, very respectfully, yours,

T. EWING.

Col. C. A. DANA,  
*Assistant Secretary, &c.*

[Indorsement.]

QUARTERMASTER-GENERAL'S OFFICE, *December 8, 1864.*

Respectfully referred to Col. J. A. Ekin, in charge of the first division of the Quartermaster-General's Office, in connection with a previous paper on the same subject, for report. This to be returned.

By order of the Quartermaster-General.

J. J. DANA,  
*Colonel Quartermaster's Department.*

CAPITOL HILL, *January 5, 1865.*

DEAR SIR: I inclose a paper relating to the occupation by the United States of Mr. Young's Giesborough manor. Will call to see you to-morrow.

Very respectfully yours,

T. EWING.

Col. J. A. EKIN,  
*Quartermaster-General's Office.*

Col. JAMES A. EKIN,  
*Quartermaster-General's Office.*

DEAR SIR: In behalf of Mr. George W. Young, I present the following estimate of the annual sum which ought to be paid him by the United States for the use and occupation of the Giesborough Manor from the time the United States took possession to January 1, 1865, premising that, as the tract of land is admirably adapted to the wants of the United States, a rent in proportion to its value to the United States ought to be paid for it, even if it were wholly unproductive in the hands of Mr. Young; and as it was taken without his consent it will certainly be but moderate justice to pay him what it would have been worth to him had he remained in possession, especially if that amount does not exceed its value to the United States. In this point of view I present an estimate of its value to Mr. Young.

The manor was composed of—

1. A dwelling-house occupied by Mr. Young and family as a residence, a smoke-

house, ice-house, houses for servants, barn, stables for horses and cows, hen-house, fishing-houses, a garden and orchard, with a large variety and choice selection of fruits, apples, pears, peaches, plums, cherries, and smaller fruits, a rich and fertile garden-spot, which supplied him and his family, including servants, with all their marketing. All these may be of small value to the United States, but were of great value to Mr. Young, and, being just what he wanted and when he wanted them, they should be estimated according to their value to him, say \$2,000. I should have added to its other supplies fish for his table, which were furnished over and above the rent for the fishery.

2. A fishery, which he rented in 1858, by written lease, for \$600 cash; 500 shad and 45,000 herring, which, as they were nearest to the market, not requiring to be shipped, were worth about \$500. The lease was for two years, but leases held over by mutual consent. Fishing worth, say, in all, \$1,100. The fisheries on the Potomac have not been so productive within past years as formerly, though the price of fish is higher and the sales better. The fishery may be fairly set down at \$800. The beach is worth to the United States more than ten times the value of the fishery destroyed.

3. The farm was composed of, first, three hundred acres choice bottom-land, rich and kindly for cultivation. It produced in the worst seasons thirty-five bushels of corn to the acre; in good season, fifty bushels. In 1863, seventy-five acres, then in corn, produced fifty bushels to the acre, though that was not generally a fruitful season. The average produce would be forty bushels, equal to twelve thousand bushels, the products for the year 1864, if planted in corn, to which is to be added the fodder.

Corn is now worth in market \$1.75 per bushel, which would make the corn on the three hundred acres of bottom-land worth .....	\$21, 000
Fodder worth, say, \$5 per acre.....	1, 500
	<hr/>
	22, 500
Deduct for cultivation, gathering, &c.....	6, 500
	<hr/>
Leaves net.....	16, 000

This bottom-land is finely adapted to garden-culture, much better than any other land equally near the city, and, rented for a garden, would give a much larger product than in corn or other rough cultivation.

Mr. Young had four gardener's-houses on the land, rented in 1863 a small part of it for gardens, and was prepared to rent more largely in 1864. In 1853 fifteen acres let to the sharers paid him \$1,750.

2. There is also one hundred acres of good side-lying land, equal to the best in the neighborhood of Washington, not Potomac bottom, worth annually \$10 per acre, \$1,000.

3. There is also two hundred and twenty-five acres of wood and timber land, in which there is a fine spring near Fort Carroll and used by the United States for several years. This furnished good wood-pasture and was worth per year \$500.

We have then—

1. The house, outhouses, &c.....	\$2, 000
2. The fisheries.....	800
3. Three hundred acres of bottom, corn, and garden land.....	15, 000
4. One hundred acres side-lying farming-land.....	1, 000
5. Two hundred and twenty-five acres of wood-pasture, &c.....	500
	<hr/>
	20, 300

This sum it would have been worth to Mr. Young for the past year, had he been suffered to retain it. It is and was worth greatly more to the United States.

1863.—For the year 1863 farm-products were much less valuable and the United States had the estate but five months. The least production of the year, Mr. Young received for the products of that year—

1. Of the United States, for corn and fodder on seventy-five acres of corn standing on the ground, \$4, 300; and for hay in the mow, \$1, 000.....	5, 300
2. For wheat, oats, and rye sold he received.....	1, 260
3. For garden-rents.....	2, 750
4. He had the fishery and the use of the house, &c., for seven months, worth, say.....	2, 000
	<hr/>
	11, 310

The United States used the house and all the ground for five months of the year 1863, used or destroyed all the fruit which ripened after September 1. Interfered materially with the late garden-products, and destroyed or consumed the fall-pasture. A moderate estimate for these five months would be \$2,500, about sufficient to cover the damage to Mr. Young by its occupation.

## 6 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

I say nothing of the injury to the fences, timber, and wood. If the United States purchase, these will be unimportant; if not, they may be subjects of future consideration.

All of which is respectfully submitted,

T. EWING.

[Indorsement on foregoing letter.]

QUARTERMASTER-GENERAL'S OFFICE, FIRST DIVISION,  
Washington, D. C., January 10, 1865.

The within communications, addressed to the Assistant Secretary of War and to this office by Hon. Thomas Ewing, relative to the occupation by the United States of the Giesborough manor, are respectfully referred to Captain L. Lowry Moore, assistant quartermaster, for remark.

These papers to be returned.

JAMES A. EKIN,  
Colonel in Charge, &c.

OFFICE OF THE DEPOT QUARTERMASTER,  
Giesborough, D. C., January 20, 1865.

COLONEL: I would respectfully beg leave to present the following statement relative to the rent or valuation of the "Young estate," now held by the United States as a depot for horses. This estimate is based upon the rents of land such as this in the vicinity, and also from former tenants of Mr. Young, who have been engaged in farming portions of this and the other tracts, for truck or garden purposes. The parties state that, for the portion so worked, they paid Mr. Young at the rate of \$20 per acre. Mr. Young had also other portions worked on "shares."

From information obtained through Mr. Provost, general superintendent of the depot, we learn that for all the low-land comprised in the "bottom" as represented by Mr. Young, and estimated at three hundred acres, \$20 per acre would be a fair valuation. It appears to be all available for garden-purposes. This would bring to Mr. Young an annual rental of \$6,000. His fisheries, I should think, were not placed at too high a valuation at \$800, the value estimated by Mr. Young.

The houses and stabling should not, we think, be over \$1,500, while the 100 acres of side hill would probably be worth about \$5 per acre. Thus summing up the value of the estate, annually, would be:

Houses, stabling, &c.....	\$1,500
300 acres of bottom-land, at \$20.....	6,000
100 acres of upland, at \$5 .....	500
Fishery.....	800
	<hr/> 8,800

Incidentals might make this estimate \$9,000, which, I believe, would be a just compensation for the use of Mr. Young's property.

Again, taking Mr. Young's own estimate of the products of the bottom-land when planted in corn, at 40 bushels per acre and \$1.75 per bushel, would bring \$70 per acre. Allowing one-half to tenant, the usual terms of renting land "on shares," would give Mr. Young \$35 per acre. From this deduct \$20, a very reasonable allowance for the necessary manure per acre, would be allowing Mr. Young a net income of \$15 per acre, or \$4,500 for the 300 acres comprised in bottom-land. The fodder, at \$5 per acre, Mr. Young's own estimate, would be \$1,500, thus making, in all, \$6,000 for the low land, or same as previous estimate.

The above we believe to be a fair and just valuation of the manor, and is respectfully submitted for your consideration.

I am, colonel, very respectfully, &c.,

L. LOWRY MOORE,  
Captain, Assistant Quartermaster and Depot Quartermaster.

COL. JAMES A. EKIN,  
First Division, Quartermaster-General's Office, Washington, D. C.

QUARTERMASTER-GENERAL'S OFFICE, FIRST DIVISION,  
Washington City, February 27, 1865.

The communications of Hon. Thomas Ewing, dated, respectively, Capitol Hill, No. 12 North A street, December 1, 1864, and No. 12 North A street, Washington, relative to the claim of Mr. Young, growing out of the occupancy of the Giesborough estate by the Government, referred on the 6th and 8th of that month to this division for report, are herewith respectfully returned to the Quartermaster-General, marked A and B.

On the 14th of December, 1864, a communication to Lieut.-Col. C. G. Sawtelle, chief quartermaster, New Orleans, Louisiana, requesting certain information to enable me to make a satisfactory report, (Copy herewith, marked C.) To this communication no reply had been received up to the 6th instant, and on that day a copy of the same, with the indorsement marked D, was transmitted to him. No answer has yet been received.

On the 9th of January, 1865, a communication was received from Hon. Thomas Ewing, dated the 5th of that month, (herewith respectfully transmitted, marked E), inclosing a paper (herewith, marked F) presenting, in behalf of Mr. Young, an estimate of the annual sum which, in his judgment, ought to be paid by the United States for the use and occupation of the Giesborough manor.

On the 10th of January, 1865, the two last-mentioned papers, E and F, with the communications marked A and B, were referred by me to Capt. L. Lowry Moore, assistant quartermaster, Giesborough depot, for report.

On the 22d of January, 1865, the report of Capt. L. Lowry Moore, assistant quartermaster, dated the 21st of that month, was received at this office, and is herewith respectfully transmitted, marked G. This paper has been retained until the present time in daily expectation of receiving a report from Col. C. G. Sawtelle, which, as before remarked, has not yet come to hand.

The estimate presented in the report of Capt. L. Lowry Moore, assistant quartermaster, appears to me to be just and equitable. As, however, this estimate differs widely from that presented by the claimant, I would respectfully recommend that the claim be referred for report to a board of officers, consisting of Maj. E. D. Welch, military inspector, Giesborough; Capt. George T. Browning, assistant quartermaster, and Capt. J. T. Powers, assistant quartermaster, all of whom are practical gentlemen, familiar with agricultural operations.

Although there seems to be no official record of the fact, I am fully satisfied, upon inquiry, that the grounds of the Giesborough manor were taken possession of by the Government for the use of the cavalry depot, on or about the 13th of August, 1863. They have continued to be thus occupied since that date.

JAMES A. EKIN,  
*Colonel in Charge, First Division, Quartermaster-General's Office.*

WASHINGTON, March 9, 1865.

SIR: Your report upon the Giesborough rent, which is before the Department, gives the owner less for the year 1864 by one-half, and more than the property would have netted in the hands of an ordinary thrifty farmer; but as the United States has the possession and the power, he must take what you choose to give him. But there is one thing unsettled in the report, for which it is referred back to you, namely, the taxes. I do not know what rule you adopt with respect to them, but they ought not to be charged upon the owner or left to encumber the land, especially in this case, where the improvements by the United States will increase the taxes tenfold.

Very respectfully yours,

T. EWING.

General MEIGS.

[Indorsement.]

Referred to the Quartermaster-General for report.  
By order of the Secretary of War.

C. A. DANA,  
*Assistant Secretary.*

[Indorsement.]

QUARTERMASTER-GENERAL'S OFFICE, March 20, 1865.

Respectfully returned to the Secretary of War. The improvements (buildings) erected by the United States are the property of the Government, and should not be taxed against the proprietor.

The land will be vastly increased in value by the deposit of manure from many thousand animals fed upon it with food brought from a distance.

The taxes upon part of the property should in this case, as usual, be paid by the proprietor.

M. C. MEIGS.

OFFICE CHIEF QUARTERMASTER, MILITARY DIVISION OF MISSISSIPPI,  
*New Orleans, February 25, 1865.*

COLONEL: In reply to a communication from your Office requesting information concerning the taking possession of the estate of Mr. Washington Young, at Giesborough, for the purpose of establishing thereon a cavalry depot, I have to state that, under the

## 8 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

direct orders of the Secretary of War, Major-General Stoneman, then chief of cavalry bureau, carefully examined the districts within the limits of which the Secretary had directed the depot to be established. General Stoneman selected the farm of Mr. Young as meeting the required conditions better than any other locality within the districts to which he was limited, and directed me to take possession of same, and commence at once the construction of the wharves, buildings, &c., necessary for the proposed depot. The farm was taken possession of on the 12th of August, 1863. No agreement was made between Mr. Young, the owner of the estate, and myself. Mr. Young was advised by General Stoneman and myself to make a formal proposition in writing as to the amount of rent he deemed proper and just. Such a proposition was made by Mr. Young, and also a proposal to sell the Government his entire estate, both of which proposals were made to General Stoneman, and were forwarded by him (with an expression of his opinion, I think) to the War Department for the information and orders of the Secretary of War. An appraisal was made of the value of the buildings on the estate by two persons, one appointed by and for the Government, the other by Mr. Young. This appraisal was also submitted to, and is no doubt on file in, the War Department.

It may be a matter of importance to know that, when General Stoneman and myself first had a personal interview with Mr. Young and informed him of the necessity of taking possession of his estate for military purposes, he signified to General Stoneman and myself that, if the United States Government would purchase the entire estate from him, he would prefer that method of settling, and indicated that, in round numbers, \$100,000 would satisfy him.

I am, colonel, very respectfully, your obedient servant,

C. G. SAWTELLE,  
Lieutenant-Colonel and Chief Quartermaster Military Division of West Mississippi.  
Col. JAMES A. EKIN,  
In charge First Division, Quartermaster-General's Office, Washington, D. C.

### QUARTERMASTER-GENERAL'S OFFICE, FIRST DIVISION, Washington, March 17, 1865.

GENERAL: I have the honor to inform you that since my report of the 27th ultimo on the claim of Mr. Young, growing out of the occupancy by the Government of the Giesborough estate, I have received a communication, dated the 25th ultimo, from Lieut. Col. C. G. Sawtelle, chief quartermaster military division of West Mississippi, (who was chief quartermaster of the cavalry bureau at the time the estate referred to was taken possession of,) in reply to a letter on the subject which I addressed to him on the 14th of December last, requesting certain information to enable me to make a satisfactory report.

In the communication of Colonel Sawtelle it is stated that "Mr. Young was advised by General Stoneman and myself (Colonel Sawtelle) to make a formal proposition in writing as to the amount of rent he deemed proper and just. Such a proposition was made by Mr. Young, and also a proposal to sell to the Government his entire estate, both of which proposals were made by General Stoneman, and were forwarded by him (with an expression of his opinion, I think) to the War Department for the information and orders of the Secretary of War. An appraisal was made of the value of the buildings on the estate by two persons, one appointed by and for the Government, the other by Mr. Young. This appraisal was also submitted to, and is no doubt on file in, the War Department."

In view of these important statements, I have the honor to suggest that further action upon the claims of Mr. Young be suspended until an additional report in the light of these new facts can be submitted by this division. In the mean time I would respectfully request that application be made to the War Department for the papers referred to by Colonel Sawtelle, and that they be referred to this Office for future report.

I am, general, very respectfully, your obedient servant,

JAMES A. EKIN,  
Brevet Brigadier-General, in charge First Division, Quartermaster-General's Office.  
Major-General M. C. MEIGS,  
Quartermaster-General U. S. A.

### QUARTERMASTER-GENERAL'S OFFICE, Washington, D. C., June 7, 1865.

GENERAL: Please give instructions to Captain Browning, assistant quartermaster at Giesborough, to take up and bear on his property-returns hereafter, while the property is in Government occupation, the "Giesboro' manor," including 625 acres of land and the dwellings and improvements thereon, on the Eastern Branch, opposite Washington, D. C., and to pay rent therefor to George Washington Young at the rate of \$6,000 per

annum, commencing on the 1st of March, 1865, to which date he has been paid for the use thereof.

By order of the Quartermaster-General.

Very respectfully, your obedient servant,

J. J. DANA,  
Colonel, Quartermaster Division.

Brevet Brigadier-General JAMES A. EKIN,  
In charge First Division Quartermaster-General's Office,  
Washington, D. C.

True copies from the records of first division, Quartermaster-General's Office.  
JAMES A. EKIN,  
Brevet Brigadier-General, in charge First Division, Quartermaster-General's Office.  
MARCH 10, 1866.

DEPOT QUARTERMASTER'S OFFICE,  
Washington, D. C., August 10, 1872.

GENERAL: I have the honor to return herewith the claim of Henrietta E. Young, widow and executrix of George W. Young, deceased, for standing timber cut by the United States and fencing used for fuel; also for houses or buildings taken down and used as building-material on two farms, viz: Giesborough and Nonesuch, in the county of Washington, D. C. From the best evidence I have been able to obtain, I find that on the Giesborough farm there was 225 acres of wood-land; consisting of oak, chestnut, and other hard wood, that would have cut at the time 40 cords per acre. And, upon examining the woods, I am satisfied that there was cut upon an average at least 15 cords of wood to the acre, the amount claimed. This timber was cut first by troops stationed on and near this farm in 1861, and used for fuel; also in 1862 and 1863. In the summer of 1863 the Quartermaster's Department took possession of this property and used it for a cavalry-depot, and continued in possession of it until August 31, 1866. A portion of the timber cut was used in building the wharves on this property, as piles, &c. This farm was inclosed by a post-and-rail fence and division-fences of four rails and one post to a panel 10 feet long, making, as near as can be ascertained, 3,185 panels of fence which was used for fuel by United States troops and employes from June, 1861 to August, 1866. The United States left on the farm about 394 panels of running plank-fence with one post to a panel, which is to be deducted from the quantity used by the United States. Claimant asks to be paid for certain houses that were taken down by the Quartermaster's Department, they being in the way of constructing other buildings, and the material used. There was a corn-house and sheds, ice-house, meat-house taken down, and such lumber as was serviceable was used by the Government for building-purposes, and from dimensions given and obtained it has been estimated by a practical builder and carpenter to be 22,630 feet of lumber and 2,000 bricks used. The overseer's house was occupied by the United States until 1865, when it accidentally took fire and burned down. This house being occupied is considered rented property belonging to the farm, for which rent has been paid by the Government. The lumber, being heretofore used and second handed, was not worth more than \$20 per thousand and bricks \$9 per thousand. I find a report in the accompanying papers, made in March 1866, by Captains Browning, Moore, and Du Puy, late assistant quartermasters, that these buildings were paid for by the United States at the time they were taken down, but the claimant says they were not. The mansion house was occupied as officers' quarters, and by examination I find that the improvements made to it are as follows: A part of the main hall was partitioned off and added to one room, and a door cut between two rooms for the convenience of the officers. It was a board-partition and still remains. Two arches were closed up between the piazza on the eastern side of the house and a summer dining-room, for the purpose of making a bed-room of it, and a small one-story frame-room built to the south end of the house, making another room, all for the convenience and comfort of the officers, which still remains. I am of the opinion that all the improvements made to the dwelling would not exceed \$200. The barn also was added to and altered so as to convert it into a chapel. I have been informed by those who were acquainted with the facts that the improvements to the mansion, barn, and the fence heretofore mentioned in this report are all that the Government left on the property that was not sold at public auction.

The Nonesuch farm consisted of 151½ acres of well-timbered land that would have cut 40 cords of wood to the acre. This timber was cut by the Engineer Department under the order of Gen. J. G. Barnard, (a copy of a certificate from him and also Col. B. S. Alexander,) see herewith inclosed, which agrees with his official report as to the number of acres cut over, now on file in the Engineer Department. A portion of this timber was used in constructing and building Forts Meigs, Dupont, Davis, and Baker. The most of this wood was cut into cord-wood by the United States—Camp Barry and all the



## 10 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

troops encamped in that vicinity—from the summer of 1861 to 1865. It was also wagoned to Washington to the various hospitals in the winter of 1862 and 1863. United States troops stationed near Good Hope used some of this timber in erecting log-houses for quarters. The claimant himself had cut and did sell from this same timber cut by the Engineer Department 1,100 cords, which he credits the United States with in his claim. I cannot ascertain from the Engineer Department how much of the timber was used from this land in the construction of those fortifications; probably it was one-third, the balance, excepting the 1,100 cords cut by the claimant; the remainder was used for fuel by the United States. There was also used and burned from this farm six hundred panels of post-and-rail fence of five rails and one post per panel 10 feet long. There was another piece of land owned by claimant, adjoining Nonesuch, in Prince George's County, they claim was cut 100 cords of wood and used as fuel by the United States. I am of the opinion that 50 cords of wood would be a liberal allowance for the quantity cut, as it was cut here and there through the woods, and not by the acre. The price charged by the claimant is an exorbitant one—wood standing sold in that neighborhood in 1863 for \$2 per cord, (oak.) Meitzer & Dobbins, contractors, paid Mr. T. Owen Berry that price per cord for standing oak wood in 1863. The fence, if paid for, will have to be commuted to cord-wood at eighty rails or posts to a cord. Mrs. Young was loyal to the United States during the late rebellion. In my judgment, after a careful investigation of this claim, the above report is correctly made.

I am, general, very respectfully, your obedient servant,

JOHN L. HAWKINS.

General WILLIAM MYERS,  
*Depot Quartermaster.*

DEPOT QUARTERMASTER'S OFFICE,  
*Washington, D. C., August 23, 1872.*

GENERAL: I have the honor to return herewith the claim of Henrietta E. Young, widow and executrix of George W. Young, deceased, for value of standing timber and fencing used by the United States, also for materials taken from certain buildings on two farms known as Giesborough and Nonesuch, in the county of Washington, D. C., stated at \$34,422.75, referred from your Office June 11, 1872, for report and recommendation. A thorough and careful investigation has been made of this case by an agent of this office, who submits the following report, in which I concur, viz:

"From the best evidence I have been able to obtain, I find that on the Giesborough farm there were 225 acres of wood-land, consisting of oak, chestnut, and other hard wood that would have yielded at the time 40 cords per acre. Upon examining the woods I am satisfied that there was cut upon an average at least 15 cords of wood to the acre, the amount claimed. This timber was felled first by troops on and near the farm in 1861 and used for fuel; also in 1862 and 1863. In the summer of 1863 the Quartermaster's Department took possession of this property, and used it for a cavalry depot continuously until August 31, 1866. A portion of the timber cut was used in building wharves. This farm was inclosed by a post-and-rail fence, with division-fences of four rails and post to each panel 10 feet long, making, as near as can be ascertained, 3,185 panels, which was used as fuel by United States troops and employés from June, 1861, to August, 1866. The United States left on the farm about: 94 panels of plank-fence, which is to be deducted from the quantity above stated. Claimant asks to be paid for certain materials used by the United States, and derived by tearing down certain houses in the way of constructing other buildings. There was a corn-house, fish-house and sheds, ice-house, and meat-house taken down, and such lumber as was serviceable used by the Quartermaster's Department for building-purposes. From dimensions given and obtained it has been estimated by a practical builder and carpenter that 22,630 feet of lumber and 2,000 bricks were thus used. The overseer's house was occupied by the United States until 1865, when it accidentally took fire and burned to the ground. Rent has been paid by the Government for this occupation. The materials taken from the above-enumerated buildings were second-hand and not worth more than \$20 per thousand feet lumber and \$9 per thousand bricks.

"I find a report in the accompanying papers, made in March, 1866, by Captains Browning, Moore, and Dupuy, late assistant quartermasters, that the buildings were paid for by the United States at the time they were taken down, but claimant says they were not.

"The mansion house was occupied as officers' quarters, and by examination I find that improvements were made as follows: A part of the main hall was partitioned off and added to one room, and a door was cut between two rooms, for the convenience of the officers. The partition was made of boards and still remains. Two arches were closed between the piazza on the east side of the house and a summer dining-room, in order to make a bed-room of it, and a small one-story frame-building was built to the

south end of the house, making another additional room. These improvements still remain, and I am of the opinion that their value does not exceed \$200. The barn was also added to and altered so as to convert it into a chapel. I have been informed by those acquainted with the facts that the improvements to the mansion and barn, and the fence heretofore mentioned, are all that the Government left on the property that were not sold at public auction.

"The Nonesuch farm consisted of 151½ acres of well-timbered land that would have cut 40 cords of wood to the acre. This timber was felled by the Engineer Department upon the order of Gen. J. G. Barnard, (see copy of certificates from him and Col. B. S. Alexander, herewith inclosed,) which agrees with his official report, now on file in the Engineer Office as to the number of acres cut. A portion of this timber was used in constructing Forts Meigs, Dupont, Davis, and Baker. The most of it was cut in to cord-wood by the United States troops in the vicinity, from the summer of 1861 to 1865; portions were wagoned to the various hospitals in Washington in the winter of 1862 and 1863. Troops stationed near Good Hope, Maryland, used some of this timber to erect log-houses for quarters. The claimant himself had cut and sold from the timber felled by Engineer Department 1,100 cords of wood, with which he credits the United States in his claim. I cannot ascertain from the Engineer Department how much of this timber was used in constructing the fortifications. Probably it was one-third, the balance, excepting the 1,100 cords cut by claimant, was used by the United States for fuel.

"There were also burned and used from this farm 6,000 panels of post-and-rail fence, five rails and one post per panel 10 feet long. Claimant owned another piece of land in Prince George's County, Maryland, adjoining Nonesuch farm, which he claims that 100 cords of wood were cut and used by the United States for fuel. I am of opinion that 50 cords would be a liberal allowance, as the wood was cut here and there through the woods, and not by the acre. The price charged by claimant is exorbitant. Standing wood sold in that neighborhood in 1863 for \$2 per cord, (oak,) being the price paid Mr. T. Owen Berry by Meitzler & Dobbins, contractors. The fence, if paid for, should be commuted to cord-wood, at 80 rails and posts to the cord. Mr. Young was loyal to the United States during the rebellion.

My agent was unable to obtain satisfactory evidence as to whether the claimant was ever paid for the supplies taken or not, Mr. Young's own statement being the only evidence to the contrary. Should it be decided to pay the claim, the following would be a fair and liberal allowance, viz:

## GIESBOROUGH FARM.

For 3,375 cords of standing wood, at \$2.....	\$6,750 00
For 15,925 rails and posts, 80 to the cord, 199 5-80 cords of seasoned wood, at \$3.50.....	\$696 71
Deduct 394 panels of plank fence left on farm by United States, at 60 cents per panel.....	236 40
	460 31
For 22,630 feet of lumber, at \$20 per thousand.....	452 60
For 2,000 bricks, at \$9 per thousand.....	18 00

## NONESUCH FARM.

For 2,944 cords of standing wood, at \$2.....	5,888 00
For 3,600 rails and posts, 80 to the cord; 45 cords seasoned wood, at \$3.50....	157 50
For 50 cords standing wood, at \$2.....	100 00
Total.....	13,826 41

Very respectfully, your obedient servant,

WM. MYERS,

*Bvt. Brig. Gen. U. S. A., Depot Quartermaster.*

Received Quartermaster-General's Office August 27, 1872.

The QUARTERMASTER-GENERAL, U. S. A.,  
Washington, D. C.

[First indorsement.]

"B."

Respectfully referred to Lieut. Col. James A. Ekin, Chief Quartermaster, Department of the South, Louisville, Kentucky, for such remark as his knowledge of the case will suggest in interest of exact justice between the United States and claimant.

Attention is invited to the Quartermaster-General's notes, of 14th instant, inclosed.

By order of the Quartermaster-General.

M. I. LUDINGTON,

*Quartermaster, United States Army.*

QUARTERMASTER-GENERAL'S OFFICE, September 16, 1872.

## 12 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

WAR DEPARTMENT, QUARTERMASTER-GENERAL'S OFFICE,  
Washington, D. C., September 17, 1872.

SIR: Referring to the claim filed by you in favor of Henrietta E. Young, executrix of the estate of George Young, for wood and fencing, stated at \$34,422, you are respectfully informed that the papers have been submitted to the Quartermaster-General, who has noted thereon, "A map is needed to show locality of timber cut, and whether 'Nonesuch' has any connection with Giesborough, or no." Upon receipt of the requisite map the consideration of the case will be resumed.

By order of the Quartermaster-General.

Very respectfully, your obedient servant,

M. I. LUDINGTON,  
Quartermaster, United States Army.

PAT. O. HAWES, Esq.,  
Washington, D. C.

[Indorsement.]

WASHINGTON, September 18, 1872.

Respectfully returned to the Quartermaster-General, United States Army, with the information that Nonesuch and Giesborough are two separate tracts of land, containing over six hundred acres each.

I would like to be present when these maps are examined by General Meigs, to explain where timber and wood were taken.

Very respectfully,

PAT. O. HAWES.

WASHINGTON, D. C., November 18, 1872.

SIR: I have the honor to request that the papers in the case Mrs. Henrietta Young, administratrix of the late George W. Young, for the use of wood and other stores on the Giesborough estate, in this District, by the United States, now on file in the office of the Quartermaster-General, may be called for with a view to revision.

Very respectfully, your obedient servant,

PAT. O. HAWES.

Hon. W. W. BELKNAP,  
Secretary of War.

[Indorsement.]

QUARTERMASTER-GENERAL'S OFFICE, November 23, 1872.

Respectfully returned to the honorable Secretary of War, together with all the papers in the claim on file here.

The memorandum of September 21, 1872, to which attention is invited, sets forth history of case and action of this Office.

R. W. ALLEN,  
Acting Quartermaster-General, Brevet Major-General, U. S. A.

BARRACK AND QUARTERS,  
BRANCH QUARTERMASTER-GENERAL'S OFFICE, September 21, 1872.

CASE OF HENRIETTA E. YOUNG, EXECUTRIX OF GEORGE W. YOUNG, DECEASED, OF WASHINGTON, D. C.

For value of standing timber, fencing, &c., used by the United States on the two farms situated in the District of Columbia known as "Giesborough" and "Nonesuch," stated at..... \$34,422 75

Items of the "Nonesuch" claim:

6,040 cords of wood, at \$4 per cord.....	24,160 00
100 cords of wood, at \$4 per cord.....	400 00
600 panels of fence, at 75 cents.....	450 00

25,010 00

Credit by 1,100 cords, sold by claimant with permission of Government officers.....	4,400 00
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Total amount of "Nonesuch".....	20,610 00
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Items of the "Giesborough" claim:

2,531 cords of wood, at \$4 per cord.....	10,124 00
3,185 panels of fence, at 75 cents.....	2,388 75
Houses taken down and used.....	1,300 00

Total amount of "Giesborough".....	13,812 75
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PAT. O. HAWES, Esq.,  
Attorney, Washington, D. C.

The evidence shows that occupation of the premises by troops commenced as early as May, 1861, by Colonel Ellsworth's New York Zouaves, and that the 2,531 cords of wood taken from "Giesborough" was cut and used in part by the New York Heavy Artillery Regiment of Colonel Doubleday; Colonel Roberts's Maine Regiment; Colonel Van Buren's New York Regiment; Colonel Graham's Fifth New York Artillery—who occupied the estate during 1862-'63; also by General Sheridan's entire corps—date not remembered—and other commands. That the destruction of fencing (three hundred panels) commenced with Colonel Ellsworth's Regiment in 1861. (See testimony of J. Fenwick Young relative to the items in Giesborough claim.)

It is shown by a report of Colonel Sawtelle, dated February 25, 1865, that the Giesborough farm was taken possession of as an animal depot on the 12th of August, 1863.

In the light of the above statements, a proper understanding of the Giesborough portion of this claim may be gathered from the report of Major Dana, of April 10, 1866, to the Quartermaster-General, on a claim of George W. Young "for compensation for damages alleged to have been received by his property at Giesborough, D. C., from its occupation as an animal depot by the United States. The damages as alleged, as per his detailed statement inclosed, amount to \$41,488.75, comprising destruction of buildings, fences, destruction and rent of fishery, wood used, loss of crops, damage to the land by excavations," &c. Mr. Young at that time agreed to forego all claims for damages, provided the Government would leave upon the place the mill and main wharf, sheds adjoining, fences, and the manure.

From this report and papers we learn that on the 7th of June, 1865, Mr. Young having previously submitted a claim for the *rent of this property*, instructions were issued by the Quartermaster-General, with the sanction of the War Department, to pay \$6,000 per annum for the Giesborough farm, embracing 625 acres, commencing March 1, 1865, up to which date Captain Brinkerhoff, the post-quartermaster, had been directed to pay the amount of rent already accrued. Hon. Thomas Ewing, attorney of claimant, was advised of the action in the case, and was informed that Mr. Young would be allowed the use of his fishery during the fishing season.

This claim for damages was referred to General Ekin for report, who returned on the 29th of March, 1865, with a report of Capts. G. F. Browning, Le. Lowry Moore, and H. A. Dupny, who had been charged by General Ekin with the investigation. These officers had been "consecutively on duty at Giesborough since the place had been in the occupation of the Government."

This report takes up the items of damages in detail, as then presented, and the following extract seems to cover the account now presented by Mrs. Henrietta E. Young, as administratrix, to wit:

"\* \* \*. We respectfully submit the following report:

1. Corn-house destroyed.....	\$200 00
2. Overseer's house destroyed in 1865.....	350 00
3. Fish-house, sheds, and servants' house.....	500 00
4. Ice-house destroyed.....	150 00
5. Meat-house destroyed.....	100 00
<b>Total.....</b>	<b>1,300 00</b>

["We are informed that these buildings were assessed by parties selected by the owner and the chief of the cavalry bureau in 1863, and were settled for before they were destroyed. The amounts at which these buildings were then appraised were less than the amounts now claimed, as above.]

6. 3,185 panels fence destroyed.....	\$2,388 75
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["From the best information we can get, this item is no doubt correct in quantity, but the valuation is exorbitant when we consider the quantity. We would respectfully recommend that, in lieu of the fencing destroyed, there be allowed to remain on the premises all the fencing now around the headquarters-lot, the manor-house and garden adjoining, the truck-garden, and the transportation-yard]

9. Use of 4,050 cords of wood, (three-fourths of the timber on 225 acres,) at \$4 per cord.....	\$16,200 00
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["The correctness of this item cannot well be ascertained, with the exception of the timber of about ten acres used for different purposes at the depot. This item we consider as having been offset by the increased value of the farm by drainage, grading, manuring, &c., as per item 11.] See report.

"In conclusion, we would respectfully remark, that in our judgment the property has not been materially injured, and that the rents paid and damages first assessed and paid, have sufficiently compensated the owner for any losses he alleges to have suffered."

General Ekin, in submitting the above report of Captains Browning, Moore, and Dupny, stated that he had given the whole subject a careful consideration, and fully concurred in the views and recommendations of the report.

## 14 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

Subsequently the claimant submitted another bill of damages, amounting to \$31,610, and asked a reconsideration of the case.

The Quartermaster-General answered this claim by the following letter to George W. Young, dated July 12, 1866: (Claim Letter-Book 56, page 271.)

"Upon the receipt of your letter of the 27th ultimo, representing that the compensation allowed you for the use of the Giesborough property by the United States was inadequate, taking into consideration the injury to the property alleged to have been sustained, the subject was again investigated.

"You state that you have not been compensated for the removal of certain buildings and the destruction of one by fire. Admitting that such is the fact, it is reported that the buildings referred to, were old and dilapidated tenements of but little value, and that you will be more than compensated for their loss by the permanent improvement made by the Government to the mansion-house, old barn, and tobacco-houses, which will necessarily remain upon the grounds after the United States relinquishes the property.

"In answer to the part of your letter relating to the manure advertised for sale and upon the grounds, it is reported that the manure deposited in various places other than those where it is advertised for sale, and which will necessarily remain on the premises, will be of great value, and will more than compensate for any damages alleged to have been caused by the occupation and use of the premises by the Government.

"After thorough re-examination of the case, the Quartermaster-General is satisfied that ample provision has already been made to compensate you for the use and occupation of your property by the United States, as well as any injury thereto which may have been the result of such use and occupation. He therefore declines to take any further action on the subject."

Another claim was presented by George W. Young in 1866, (recorded in Claim Book 93, 96) for rent, damages, &c., to his farms "Giesborough" and "Nonesuch," for the period previous to the permanent occupation of the former by the Government as an animal depot. A full abstract of the case was submitted to the Quartermaster-General, October 23, 1866, and is recorded in Sixth Division Report, volume 3, page 155. The amount claimed is \$7,230.

This claim was disposed of by the following letter of General Dana to the Third Auditor, dated February 12, 1867: (Claim Letter-Book 64, page 415.)

"Referring to the inclosed claim of George W. Young, for damages, rent, &c., growing out of the use and occupation by the United States of his farms "Giesborough" and "Nonesuch" near this city, for the period previous to the permanent occupation of the former by the Government as an animal depot, amounting in the aggregate to \$7,230.

"The Acting Quartermaster-General, in a report to the Secretary of War, dated January 28, 1867, recommended that rent for 100 acres of land be allowed the owner at the rate of \$1 per acre per month, from June 1, 1861, to August 12, 1863, amounting to \$2,640; and that the balance of the claim be disallowed, it being considered one of damages. The Secretary of War having approved the same, the claim is respectfully reported to the Third Auditor of the Treasury for the payment of \$2,640, in full of the above claim against the United States for the use of this property. The claimant has been advised of this action."

On May 6, 1867, Treasury settlement No. 3502, for the payment of \$2,640 to H. E. Young, administratrix, was issued.

[NOTE.—The above claim included the following items:

100 cords of fire-wood, at \$4 per cord.....	\$400 00
600 panels of fence, at 75 cents.....	450 00

which are included in the claim now presented.]

### THE "NONESUCH" CLAIM.

The principal evidence submitted in support of the claim for wood cut from this farm consists of copies of certificates of General B. S. Alexander, chief engineer of defenses of Washington, and General J. G. Bernard, who certify that 151.66 acres of heavy timber was cut down on the estate of G. W. Young, in the vicinity of Fort Davis, and that a portion of said timber was used by the Engineer Department in the construction of Forts Meigs, Dupont, Davis, Baker, and the abatis around said forts; that the timber used in the construction of the forts was of large size and first-rate quality, principally oak and chestnut; that it was cut down in the years 1861-62.

Plats of the two farms, "Giesborough" and "Nonesuch," are with the papers.

Attention is respectfully invited to the affidavits of J. Fenwick Young, J. E. Jones, Theodore Mosher, William T. Sweeney, Dr. J. W. Nichols, and S. J. Bowen.

All the papers in the case were referred to the depot quartermaster, Washington, D. C., on June 11, 1872, who returned the following report, August 22, 1872:

General Myers says: "A thorough and careful investigation has been made of this case by an agent of this Office, who submits the following report, in which I concur, viz:

"From the best evidence I have been able to obtain, I find that on the Giesborough farm there were 225 acres of wood-land, consisting of oak, chestnut, and other hard

wood, that would have yielded at the time 40 cords to the acre. Upon examining the wood, I am satisfied that there was cut, upon an average, at least 15 cords of wood to the acre—the amount claimed. This timber was felled first by troops on and near this farm, in 1861, and used for fuel; also in 1862 and 1863. In the summer of 1863 the Quartermaster's Department took possession of this property and used it for a cavalry depot continuously until August 31, 1866. A portion of the timber cut was used in building wharves.

"This farm was inclosed by a post-and-rail fence, with division fences of four rails and post to each panel 10 feet long, making, as near as can be ascertained, 3,185 panels; which was used as fuel by United States troops and employés from June, 1861, to August, 1866.

"The United States left on the farm about 394 panels of plank fence, which is to be deducted from the quantity above stated.

"Claimant asks to be paid for certain materials used by the United States and derived by tearing down certain houses in the way of constructing other buildings. There was a corn-house, fish-house and sheds, ice-house and meat-house taken down, and such lumber as was serviceable was used by the Quartermaster's Department for building purposes.

"From dimensions given and obtained, it has been estimated by a practical builder and carpenter that 22,630 feet of lumber and 2,000 brick were thus used. The owner's house was occupied by the United States until 1865, when it accidentally took fire and burned to the ground. Rent has been paid by the Government for this occupation. The materials taken from the above-enumerated buildings were second-hand, and not worth more than \$20 per thousand feet lumber, and \$9 per thousand bricks.

"I find a report in the accompanying papers, made in March, 1866, by Captains Browning, Moore, and Dupuy, late assistant quartermasters, that the buildings were paid for by the United States at the time they were taken down; but the claimant says they were not.

"The mansion-house was occupied as officers' quarters, and by examination I find that improvements were made as follows:

"A part of the main hall was partitioned off and added to one room, and a door was cut between two rooms for the convenience of the officers. The partition was made of boards, and still remains.

"Two arches were closed between the piazza, on the east side of the house, and a summer dining-room, in order to make a bed-room of it; and a small one-story frame building was built to the south end of the house, making another additional room. These improvements still remain, and I am of the opinion that their value does not exceed \$200. The barn was also added to and altered so as to convert it into a chapel.

"I have been informed by those acquainted with the facts that the improvements to the mansion and the barn, and the fence heretofore mentioned, is all that the Government left on the property that was not sold at public auction.

"The Nonesuch farm consisted of 151½ acres of well-timbered land, that would have cut 40 cords of wood to the acre. This timber was felled by the Engineer Department, upon the order of Gen. J. G. Bernard, (see copy of certificates from him and Col. B. S. Alexander, herewith inclosed, which agrees with his official report now on file in the Engineer's Office as to the number of acres cut.) A portion of this timber was used in constructing Forts Meigs, Dupont, Davis, and Baker. The most of it was cut into cord-wood by United States troops in the vicinity, from the summer of 1861 to 1865; portions were wagoned to the various hospitals in Washington in the winter of 1862 and 1863. Troops stationed near Goodhope, Md., used some of this timber to erect log houses for quarters.

"The claimant himself had cut and sold from the timber felled by the Engineer Department 1,100 cords of wood, with which he credits the United States in his claim.

"I cannot ascertain from the Engineer Department how much of this timber was used in constructing the fortifications, probably it was one-third; the balance, excepting 1,100 cords, cut by claimant was used by the United States for fuel.

"There were also burned and used from this farm 600 panels of post-and-rail fence, 5 rails and one post per panel, 10 feet long.

"Claimant owned another piece of land in Prince George's County, Maryland, adjoining Nonesuch, from which he claims that 100 cords of wood were cut and used by the United States for fuel. I am of opinion that 50 cords would be a liberal allowance, as the wood was cut here and there through the woods, and not by the acre. The price charged by claimant is exorbitant. Standing wood sold in that neighborhood in 1863 for \$2 per cord, (oak,) being the price paid Mr. T. Owen Berry by Meitzler & Dobbins, contractors. The fence, if paid for, should be commuted to cord-wood, at 80 rails and posts to the cord. Mr. Young was loyal to the United States during the rebellion."

General Myers continues:

"My agent was unable to obtain satisfactory evidence as to whether the claimant was ever paid for the supplies taken or not; Mr. Young's own statement being the only evidence to the contrary.

## 16 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

Should it be decided to pay the claim, the following would be a fair and liberal allowance, viz:

### GIESBOROUGH FARM.

For 3,375 cords of standing wood, at \$2 per cord .....	\$6,750 00
For 15,975 rails and posts, 80 to the cord=199 5-80 cords of seasoned wood, at \$3.50 .....	\$696 71
Deduct 334 panels of plank fence left on farm by United States, at 60 cents per panel .....	236 40
	<hr/>
For 22,630 feet of lumber, at \$20 per thousand .....	460 31
For 2,000 bricks, at \$9 per thousand.....	452 60
	<hr/>
	18 00

### NONESUCH FARM.

For 2,944 cords of standing wood, at \$2.....	5,888 00
For 3,600 rails and posts, 80 to the cord=45 cords seasoned wood, at \$3.50..	157 50
For 50 cords standing wood, at \$2 .....	100 00
Total .....	<hr/>
	13,826 41

On September 17, 1872, Pat. O. Hawes, esq., attorney, &c., was informed that a map was needed to show locality of timber cut, and whether "Nonesuch" has any connection with Giesborough or no. In reply, Mr. Hawes furnished the required map, (with the papers,) with the information that said farms are two separate tracts of land, containing over six hundred acres each, and requests "to be present when these maps are examined by General Meigs to explain where timber and wood were taken."

Respectfully submitted to the Quartermaster-General for instructions.

M. I. LUDINGTON,  
Quartermaster, United States Army.

SIR: I desire in the case of Henrietta Young, administratrix of the late George W. Young, of the District of Columbia, to submit a brief, that the facts from claimant's standpoint may fully appear.

The Giesborough estate consists of 621 acres of land, just south of the eastern branch of the Potomac, and was used as a cavalry depot during the war. It contained, when the United States troops took possession of it, a tract of timber containing 225 acres, said to have been the best body of timber-land in the District of Columbia. It also contained some five or six buildings of different kinds, which are better defined and described in the papers. The Government of the United States, when the officers took possession of the property, were not supplied with fuel for the large number of troops and employes of the Quartermaster's Department, and, as a consequence, the fencing was all used for fuel. The houses were torn down to make room for buildings for the use of the Government, and such material as was serviceable was used in the construction of the Government buildings. The timber was cut down and the logs taken to build the numerous and spacious wharves, which still stand around the estate of Giesborough. The laps and limbs were cut up, and used by the Army and wagon-trains. Ditches were dug for water-pipes, and gravel roads made all over the land to suit the convenience of the United States. Mr. Young, in his life-time, was paid \$6,000 a year as rent for the premises, but payment was refused for any of the supplies, the act of July 4, 1864, having passed but a short time previous to his death. Mr. Young offered General Meigs to accept as payment for all the use, occupancy, and property taken the manure on the estate; but this the general declined, and it was sold for \$100,000, or near that sum.

Mrs. Young afterward presented a claim for some of the property for which payment is now claimed, but the old lady, now over seventy years of age, had forgotten it when the heirs commenced the prosecution of this claim.

The Nonesuch estate has something over five hundred acres in it, and two tracts of timber. The Engineer Department used much of this timber in the construction of forts and abatis along the line of the defenses of Washington, and the Quartermaster's Department used the balance.

Reference is made to the affidavits of Theodore Mosher, Mr. Surry, Dr. Nichols, Sayles J. Bowen, and Mr. Fenwick Young in regard to these tracts of timber, and the uses they were put to by United States authorities.

Previous to the presentation of this claim, none has ever been perfected for the timber on these two tracts of land. The claim for the timber, it must appear, is equally as valid as for the other property, which has been paid for by the officers of the United States Treasury.

When the papers were filed with General Meigs, he had them referred to Gen. Wm. Myers for investigation, who caused a full, thorough, and complete examination into

## CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL. 17

all the facts, sending an officer on the premises. After all this, he (Myers) reports that if this claim is to be paid, the sum of \$13,800 would be a reasonable allowance. We claim near \$35,000, and would be poorly paid if that amount was awarded to the claimant. But if the Government will pay the amount recommended by General Myers, less the sum paid, to which General Meigs refers, the claimant will be satisfied and receipt in full.

I would most respectfully request that you report to the Secretary of War, recommending that the claim be referred to the Third Auditor for payment of the sum recommended by General Myers, less the sum paid the administratrix.

All of which is most respectfully submitted.

PAT. O. HAWES, *Attorney.*

Gen. W. MCKEE DUNN,  
*Assistant Judge-Advocate-General, United States Army.*

[Indorsements.]

WAR DEPARTMENT, *February 6, 1873.*

Respectfully referred to the Quartermaster-General for remark.

W. W. BELKNAP,  
*Secretary of War.*

QUARTERMASTER-GENERAL'S OFFICE,  
*February 19, 1873.*

Respectfully returned to the honorable Secretary of War, with a memorandum prepared by Colonel Ludington.

The Quartermaster-General has no objection to the papers being transmitted to the Third Auditor, whose Office is in fact the proper final depository of papers relating to such claims, but there should be some end to these claims for occupation of lands and for felling timber in the District of Columbia during the war.

The Giesborough claims and the Nonesuch claims have been heretofore acted on, and the Quartermaster-General declined to re-open them. If any other tribunal or officer revises the papers, and comes to the conclusion that the case should be re-opened and additional payment made, and has the legal power and public money to make such payment, it is not for this Office to object. But so far as the War Department is concerned, I think that the actions of former administrations should seldom be disturbed by re-opening of claims which have been disposed of when the matter was fresh in the knowledge of witnesses and officers.

There is no end to revivals and claims for additional allowances, unless the decisions once made are adhered to by administrative officers and their successors.

Appeals lie from the War Department to the accounting-officers of the Treasury, from them to the courts and to Congress, and not from an officer to his successor in the same office.

There are now on file in this Office some thousands of claims, amounting to many millions, not acted on, because their investigation has not been completed, and they should not be delayed by revival of claims once adjudicated.

M. C. MEIGS,  
*Quartermaster-General, Bvt. Maj. Gen., U. S. A.*

WAR DEPARTMENT, *February 24, 1873.*

All the papers in this case are transmitted herewith to the accounting-officers of the Treasury, whose attention is respectfully invited to the report of the Quartermaster-General, indorsed hereon, and to the memorandum prepared by Colonel Ludington, Quartermaster United States Army, herewith.

W. W. BELKNAP,  
*Secretary of War.*

1st. The amount of the whole claim settled in May, 1867, (\$7,350,) and upon which the settlement of \$2,640 is based, does not include all the items. (See the affidavits of Dr. Nichols, Ex-mayor Bowen, Theodore Mosher, and Sweeny, and report of General Myers.)

2d. The fact that the Quartermaster-General's Office always puts in the clause "to be in full" ought not to bar a just balance.

3d. The claim upon which the settlement was based did not include one-fourth the amount Mr. Young in his life-time claimed. Browning & Ewing filed the claim soon after the death of Mr. Young, when nearly all the papers were in the hands of General Denver, in which all the items are set forth. The papers of Browning & Ewing did not constitute half the items, nor did Mrs. Young know of the exact condition of the papers until after the settlement.

H. Ex. 56, pt. 2—2



## 18 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

WASHINGTON, D. C., April 21, 1873.

SIR: The point I wish to make in the matter of Henrietta Young, administratrix of George W. Young, is this: That the items included in the claim as last presented are admitted by the settlement of June, 1867, when the rent-account charged is allowed from June 1, 1861, to August 12, 1863, amounting to the sum of \$2,640, when permanently occupied by the United States as a cavalry depot.

The case as it was then presented included all the items that are chargeable to the Quartermaster's Department, and amounted to something near the amount General Meigs in his report says ought to be paid if anything, the balance claimed being due from the Engineer's Department.

These are the facts. Mr. Young had two estates, of over 620 acres in each. Both were occupied by the United States throughout the war. Upon each were the most valuable tracts of timber in the District of Columbia, as well as the most desirable and finest agricultural buildings. The buildings that were not occupied by the United States were torn down to suit the convenience of the Government. Forts were constructed by the Engineer's Department at different points, and the sod of the fields removed to the sides of the forts to prevent their washing. Much of the timber was used in the construction of Fort Meigs and other forts. The trunks of the trees were put in the forts, and the tops were cut up by your Department, hauled into Washington, and used in the offices of the War Department throughout the city. No claim is made for the damage portion, but only for the regular supplies that were used.

On the Giesborough estate the bodies of a portion of the trees were taken to build the wharves, which were sold by your direction at auction, and are there to this day. The tops of the trees were cut up and used by the troops and the employes of the Quartermaster's Department. At different times during the war there were large bodies of troops temporarily camped upon this estate, waiting transportation to the front, and a large amount of timber was cut and used by them.

When the claim upon which the settlement of June, 1867, was presented, it was referred to a Captain Moore, assistant quartermaster, for report. This officer recommended the amount allowed, as above referred to, but says in substance: "The prices charged are exorbitant for the wood, fencing, and buildings; that the wood was not worth over \$1.75 per cord in the tree, and \$4 is charged; the fencing was not good, the houses dilapidated, and that these items partake of the nature of damages.

Captain Moore in all probability knew more about the duties of an assistant quartermaster than he did about the adjudicating upon the merits of a claim under any of the acts of Congress. Under the provisions of the act July 4, 1864, you are made sole adjudicating officer to settle this very class of claims. By your directions many thousands have been paid.

On the Nonesuch estate there was a hospital located for a time in one of the tracts of timber, out of which they used all the timber that was required in arranging their tents, beds, and for fuel. The trees were cut down to build abatis and forts, and the troops that were stationed in and around the forts used the wood all the time. From this estate large quantities of the wood was brought into this city by your officers, as is well proven. Mr. Young asked and obtained permission to cut some of it up and sell it. He was allowed to cut some of the down timber in certain prescribed limits, and sold \$1,100 worth of it, at \$4 per cord.

Is it possible for two such estates, containing such valuable tracts of timber, to be occupied by the United States troops in such numbers and for so long a time and not to use it? If you were to go on the premises and examine the stumps, you could tell at once they were cut by the soldiers. The stumps are from one to four feet high, all hacked up. No experienced wood-chopper would cut timber in that way.

General, when this case was last before you I did not fully understand it as I do and when you declined to open it. I am now satisfied it was under a misapprehension of the facts; you were under the impression it had been settled when it had not been. There has never been any payment for anything or items save and except the rent. The settlements in the office of the Third Auditor so exhibit. The justice of this case has been verbally admitted to me through every office it has passed since you acted upon it, but no officer but you can allow one penny. Congress has imposed upon you the duties of a judge in addition to your many other arduous duties. I feel satisfied I could get a verdict before any jury in the country for at least an equitable allowance. What I pray for is that the accounting-officers be requested to examine into the merits of this case, including all settlements on file, and make an equitable allowance according to the rates recommended by General Myers in his investigation.

All of which is respectfully submitted.

Very respectfully, your obedient servant,

PAT. O. HAWES.

Maj. Gen. M. C. MEIGS,  
Quartermaster-General, U. S. A.

# CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL. 19

[Indorsements.]

APRIL 21, 1873.

Colonel LUDINGTON: Let this case be again examined. I considered it and I think that the substance of all this was then before me, and that I found the parties claiming for Giesborough cavalry depot had been settled with in full for all debts of the Quartermaster's Department, and that they had complete and full compensation. If I am mistaken I must open the case again.

M. C. M.

QUARTERMASTER-GENERAL'S OFFICE,  
April 28, 1873.

Respectfully forwarded to the Third Auditor of the Treasury, together with the previous papers in the case withdrawn from the files in his Office.

Mr. Hawes, the attorney, has been heard in full, and I am of opinion that the Quartermaster-General should not attempt to disturb the settlement already made and reported to the War Department.

M. C. MEIGS,  
Quartermaster-General, Bvt. Maj. Gen., U. S. A.

GOVERNMENT HOSPITAL FOR THE INSANE,  
Near Washington, D. C., May, 1873.

GENERAL: In reply to your communication of the 28th instant, asking to know the number of acres, price paid, date of purchase, &c., of the land forming the site of the hospital, I have to inform you that the present grounds of the hospital have been acquired by five separate purchases and one exchange, as follows:

Date of purchase.	Deed recorded.	Acres.	Roods.	Perches.	Price per acre.	Consideration paid.
December 14, 1852.....	Dec. 18	185	....	3	\$135 12+	\$25,000 00
January 31, 1852.....	Feb. 2	4	3	10	415 58+	2,000 00
March 11, 1867.....	Nov. 30	56	2	0	106 19+	6,000 00
November 23, 1869.....	Dec. 10	145	....	36.8	158 37	23,000 00
November 15, 1872.....	.....	29	1	2.4	341 70	10,000 00
		420	3	12.2		

By a survey of the county surveyor of the tract deeded to the United States, March 11, 1867, in accordance with the callings of this deed, this purchase is found to contain 59 acres, 2 roods, 20.8 perches.

Under the authority of a resolution of Congress approved July 1, 1864, the extreme southern point or angle of the purchase in 1852, amounting to 7 acres, 3 roods, and 18 perches, was exchanged for 2 acres, 2 roods, and 19 perches, "situated near the middle of that side of the hospital farm which fronts upon the public road," by which the whole amount of land now owned by the United States and connected with the hospital is diminished by 5 acres and 39 perches, the difference between the amount received and that given in exchange.

	A.	R.	P.
Total amount of original purchases according to the deeds.....	420	3	12.2
Excess of the amount stated in the purchase of March 11, 1867 .....	3	0	20.8
Total .....	423	3	33
Diminished by exchange in 1864 .....	5	0	39

Total number of acres connected with the hospital at the present time ..... 418 2 34

I am, general, very respectfully, your obedient servant,

CH. H. NICHOLS.

Bvt. Maj. Gen. M. C. MEIGS,  
Quartermaster-General, U. S. A., Washington, D. C.

## 20 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

[Indorsements.]

This information was asked to be used in connection with certain claims for use and damages to land near Washington, in which very high values per acre were asserted.

It seems that in large bodies, over 100 acres, the Government Insane Hospital bought, in 1852, 185 acres, at \$135.12 per acre; in 1869, 145 acres, at \$158.37. These are the prices of sales to the United States, and must be full real value.

M. C. MEIGS.

QUARTERMASTER-GENERAL'S OFFICE,  
May 15, 1873.

Respectfully forwarded to the Third Auditor of the Treasury, in connection with claim of George C. Young, for wood, &c., transmitted from this Office April 28, 1873.

M. C. MEIGS,  
Quartermaster-General, Brevet Major-General U. S. A.

### EXHIBIT C.

WASHINGTON, D. C., August 22, 1874.

Claim of James S. Boyd, of Knox County, Tennessee, presented for settlement under the act of July 4, 1864, for the following-described quartermaster's stores, viz:

5,400 cords wood, at \$3.....	\$16,200 00
112½ cords wood, (9,000 rails,) at \$3 .....	337 50
Total .....	16,537 50

August 17, 1865, the application of the claimant, setting forth that the stores for which payment is claimed were taken from him from December, 1864, to May, 1865, by O. C. French, lieutenant and acting assistant quartermaster, first cavalry division, Department of the Cumberland, and for which no voucher or receipt was given, but that a statement was furnished him made by two officers appointed to estimate the amount of timber cut off his place, is supported by the affidavits. Jo. Parsons, colonel Ninth Tennessee Cavalry, and E. W. Armstrong, late major Ninth Tennessee Cavalry, who swear that they were appointed by Lieut. O. C. French, acting assistant quartermaster, a board to assess the amount of timber taken and used by the command of General Gillem from James S. Boyd, and that after a careful investigation they found the amount to be as above set forth; that the claimant was at the date his claim originated and has ever since been loyal to the United States, and that they have never heard his loyalty questioned since he took the oath of allegiance, February 1, 1864.

The following is an extract of the certified copy of the statement referred to in the above affidavits:

March 27, 1865.—“Having had under consideration the subject referred by you to us for estimating the quantity of timber made use of by the brigade of Government guards, we would submit this report for your consideration. At our suggestion a survey of the land from which this timber was taken has been made by Mr. F. A. R. McNutt, surveyor of the county, showing the number of acres from which the timber was cut off of Captain Boyd's land to be 90, which we believe to be entirely the work of our command. We estimate the yield at 60 cords to the acre; part we think, would have gone over that amount and part somewhat under it. We think the estimate reasonable and just.

“JO. PARSONS,

“Colonel Ninth Tennessee Cavalry.

“E. W. ARMSTRONG,

“Late Major, Ninth Tennessee Cavalry.”

December 12, 1865, the claim was disallowed by Quartermaster-General for disloyalty. October 18, 1866, Spencer Munson, late first lieutenant and adjutant Eighth Tennessee Cavalry, swears that he was present with his regiment from December 1, 1864, until in February, 1865; that he in company with Gen. A. C. Gillem, commanding, Col. John K. Miller, Col. Samuel A. K. Patterson, Eighth Tennessee Volunteer Cavalry; Lieut. Col. B. P. Stacy, and Lieut. Col. A. J. Brown, surveyed the grounds previous to the cutting of any timber; that the land was better timbered than any in the county, and that it is depreciated by the cutting of the same; that the estimate made by Colonel Parsons and Major Armstrong is, in his opinion, a just and accurate one; that he considers the amount used for fuel to be about 3,500 cords, and for quarters and stables 300 cords; that he thinks the claim of John Williams\* is just and lawful, and that the loyalty of the claimant (John Williams) is beyond dispute.

\*April 13, 1867, Spencer Munson, late first lieutenant, and adjutant Eighth Tennessee Cavalry, swears in explanation of his affidavit of October 18, 1866, that he was mistaken in regard to the premises upon which his affidavit was founded, as the land he had in view, and which, until a recent date, he supposed belonged to Col. John Williams, does in reality belong to James Boyd, with whose claim for wood, on file in the Quartermaster-General's Office, his affidavit of October 18, 1866, should be filed.

## CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL. 21

December 5, 1866, O. C. French, late First Tennessee Light Artillery and acting assistant quartermaster, swears that in the month of December, 1864, the command of General Gillem encamped on or near the farm of James S. Boyd, and between December, 1864, and May, 1865, the command cut and used for quarters, stables, and fuel timber to the amount of 5,400 cords, and used for fuel besides this 9,000 rails; that about 4,000 cords were used for building quarters and stables, and about 800 cords for fuel.

July 18, 1868, General Thomas Swords, assistant quartermaster-general United States Army, reports the claimant disloyal to the United States.

July 28, 1863, the claim was again disallowed by the quartermaster for disloyalty.

The claimant the copy of the oath of allegiance sworn to by him February 1, 1864, before A. A. Thomas, captain and assistant adjutant-general.

March 28, 1874, John Williams and E. W. Armstrong swear that they are neighbors of claimant, and have known him for the last fifteen years, and state unhesitatingly that ever since he took the oath dated February 1, 1864, he has been loyal to the United States Government, and has faithfully complied with all the requirements of said oath.

March 28, 1874, L. C. Houck swears that he is personally acquainted with claimant, and that he verily believes that he has demeaned himself as a dutiful citizen ever since February 1, 1864, when he took the oath of allegiance.

April 1, 1874, Hon. R. R. Butler, in forwarding the above affidavits to the Quartermaster-General's Office, certifies that L. C. Houck was colonel of the Third Tennessee Infantry, and is of well-known loyalty and integrity; that E. W. Armstrong was major Ninth Tennessee Cavalry, and that Col. John Williams's loyalty is well known by every prominent citizen.

April 20, 1874, a certificate of ownership of 630 acres of land by James S. Boyd and his wife, signed by the register of Knox County, Tennessee, was filed.

July 1, 1874, Spencer Munson, late first lieutenant and adjutant Eighth Tennessee Cavalry, and S. C. Morley, late first lieutenant Company D, Eighth Tennessee Cavalry, swear that at the request of Jonas Drury, agent Quartermaster's Department, they visited the land owned by James S. Boyd, for the purpose of pointing out a certain former camping-ground of the Tennessee Guards, commanded by A. C. Gillem, brigadier-general United States Volunteers, during the winter of 1864-'65; the said camp was on the lands of Capt. James S. Boyd; that when the troops went on the land it was covered by a fine growth of timber, from which was built winter-quarters for men and sheds for horses, and some was used as fuel; that they were personally present on the land and know of the use of the timber as appraised, but have never made any accurate estimate as to amounts. Spencer Munson further swears that he has been personally acquainted with claimant since the year 1865; that it is his firm belief that he has in no wise violated his oath of allegiance to the United States Government. S. C. Morley further swears that his acquaintance with claimant is but limited, but that he has every reason to believe that he has been loyal since taking the oath of allegiance.

July 8, 1874, E. W. Armstrong, late major Ninth Tennessee Cavalry, certifies that he has known James S. Boyd all his life; that during the winter of 1864-'65 he was encamped on claimant's farm; that he was one of the commission appointed to ascertain the amount of wood and fence-rails consumed; that the land was surveyed by Mr. McNutt, the county surveyor, who reported that all the timber from 90 acres had been used; that they had the panels of fence counted, and found that 9,000 rails had been consumed.

July 10, 1874, Jonas Drury, agent Quartermaster's Department, in returning the claim to Lieut. Col. James A. Ekin, reports that "the command of Bvt. Maj. Gen. A. C. Gillem was encamped on the land owned by claimant from November, 1864, to March, 1865. When this encampment was selected, the land was covered with a fine growth of young timber, mostly oak, with some pine and hickory. This same land was used for a camping-ground by a portion of the Federal forces in 1812-'13, and all the timber was then cut off, so that the timber cut and used by the Army in 1864-'65 was small, and has grown since 1813. The timber stood very thick on the ground, and was tall and straight, with but few branches. During the winter of 1864-'65 the Federal Army cut and used for fuel and quarters for men and animals all the timber that stood on 90 acres, as appears in a report made by Col. Jo. Parsons and Maj. E. W. Armstrong to Lieut. O. C. French, brigade quartermaster, dated March 27, 1865, which is herewith inclosed, marked "B," to which attention is invited, also to the affidavit of O. C. French, lieutenant and assistant quartermaster Gillem's brigade marked "A" for company, with Spencer Munson, late adjutant Eighth Tennessee Cavalry, Maj. E. W. Armstrong, late Ninth Tennessee Cavalry, and Lieut. S. C. Morley, late of Company D, Eighth Tennessee Cavalry. I went over the 90 acres, and found that the land has been under cultivation for several years, and many small stumps have disappeared. I got Major Armstrong, who was born and raised within two miles of this land, and claimant to select land adjoining, of similar growth and of average quality with that cut and used by the Army, and I measured off one acre, and then measured the diameter of each and every tree and stump on the acre, and found on the acre 262 trees and stumps, which average 8½ inches in diameter. I estimate from this measurement that the 90 acres would average

## 22 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

21 cords per acre. Standing timber in the vicinity is worth 75 cents per cord. In 1863 claimant owned and still owns 643 acres of land, which, in 1862, was assessed at \$14,600, or an average of \$22.70 per acre. But 150 acres of this, consisting of an island and river bottom, is, in my opinion, worth \$50 per acre, the 493 acres being worth only \$14.40 per acre. I am satisfied the number of fence-rails named in this claim is not overestimated. Claimant has been loyal since February 1, 1864, the date he took the oath of allegiance. I believe claimant is justly entitled to payment, as follows:

1,890 cords wood, (standing,) at 75 cents.....	\$1,417 50
90 cords wood, (rails,) at \$2.....	180 00

Total.....	1,597 50
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July 16, 1874, Colonel Ekin, in forwarding the report of Jonas Drury, the agent who investigated the claim, to the Quartermaster-General, remarks: "From the report of the agent, and affidavits and statements of L. C. Houck, late colonel Third Tennessee Infantry; E. W. Armstrong, late major Ninth Tennessee Cavalry; Lieutenants Spencer Munson, S. C. Worley, and O. C. French, late of Eighth Tennessee Cavalry and First Tennessee Light Artillery, and others, it appears that in November, 1864, a detachment of the Army, composed of several regiments commanded by General Gillem, encamped on and occupied claimant's land until March, 1865. During this time the wood and timber on 90 acres of claimant's land was cut off by the troops, and used for fuel and other purposes. The agent states that after counting and measuring the diameter of all the trees and stumps on one acre adjoining claimant's land, of like growth and average quality, he estimates the average yield to have been 21 cords per acre; that standing timber in the vicinity is worth 75 cents per cord; that he is satisfied the number of fence-rails is not overestimated; that they were worth \$2 per cord, and that since claimant took the oath of allegiance, February 1, 1864, he has kept it, and been loyal to the Government.

"After a careful examination of the case as disclosed by the testimony and statements of witnesses, and agent's report, I am of the opinion that claimant's wood and rails were taken by proper authority, and applied to the legitimate wants of the Army.

"In this view of the case it is respectfully recommended that claimant be allowed:—

1,890 cords wood, (standing,) at 75 cents.....	\$1,417 50
90 cords wood, (rails,) at \$2.....	180 00

Total.....	1,597 50
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"And that this amount be paid claimant in full satisfaction of this claim.

"Respectfully submitted to the Quartermaster-General.

"Quartermaster, U. S. A."

The Quartermaster-General, on reviewing the case after its return by the depot quartermaster, remarks: "Here is a claim for \$16,000. An agent of intelligence visited the ground, and finds that the value of the *res gesta* is about one-tenth, or \$1,600. I am not convinced that the claim presented is just."

The attorney was notified December 3, 1874, that the claim was rejected, the Quartermaster-General not being satisfied of its justice. Since this action a supplemental report has been made by Jonas Drury, the agent who first investigated the case, of which the following is a copy:

"KNOXVILLE, TENN., December 11, 1874.

"SIR: I have the honor to most respectfully invite attention to my report, dated July 10, 1874, on claim No. 2233, filed by James S. Boyd, of Knox County, Tennessee, for 9,000 fence rails and 5,400 cords of wood, being the timber taken from 90 acres of land, and used by the Federal army, mostly by General Gillem's command, in 1864 and 1865, amounting to \$16,537.50. The report to which attention is invited explains the method pursued by me to ascertain the quantity of wood which an average acre would produce. I ascertained the number of trees on the acre by actual counting, and the diameter at the stump by actually measuring each tree. I then ascertained the average diameter, as shown by a table furnished with my report, to be 8 59-131 inches. So far all was right.

"I estimated that a tree 8 59-131 inches in diameter at the stump would be 4 inches in diameter 32 feet above the stump, and from this estimate I arrived at the conclusion that the acre would yield 21 cords of wood."

"A short time since, Mr. Boyd informed me that he was sure that I had made a great mistake, and that my report did him great injustice. I assured him that my intention was to allow him for all the timber the land would make, and I explained to him the course pursued by me to arrive at the 21 cords per acre, but that did not satisfy him; and on the 8th instant I went in company with Mr. Boyd and three other men onto the acre named in my report of July 10, and I selected two trees of the average size—8 59-131 inches at the stump, and of average height and proportion—and had

them cut down and cut into sticks 4 feet long, both stem and tops, or branches, the stem pieces were split, and all was piled up straight and compact, and the pile measured.

"The two trees made a pile 4 feet by 4 and 3 feet and 4 inches high, equal to seven-sixteenths of a cord. The measurement actually surprised me; but actual measurement convinced me that I had made a great error in my former estimate, and believing that an error is not a crime, and that to hide the discovery would be criminal, I hasten to make this as a supplemental report at my earliest opportunity.

"By the actual measurement above described the land would average 57 cords of wood per acre, making on the 90 acres 5,130 cords of wood, worth seventy-five cents per cord, \$3,847.50, and 90 cords of wood (rails 9,000) worth \$2 per cord, \$180; amounting to the sum of \$4,027.50; which amount I believe to be justly due claimant.

"I regret the error; no man can regret it more than I do; and I make this as supplementary to my report of July 10, 1874, with a view to justice.

"Very respectfully, your obedient servant,

"JONAS DRURY,

"Agent Quartermaster's Department.

"Col. JAMES A. EKin,

"Deputy Quartermaster-General, U. S. A.,

"Central Quartermaster, Department of the South, Louisville, Ky."

Lieut. Col. James A. Ekin, central quartermaster, Department of the South, December 19, 1874, in submitting the above report, remarks:

"I have the honor to submit supplemental report of Agent Jonas Drury in claim of James S. Boyd, Knox County, Tennessee, for fuel used from his land by the United States troops during 1864-'65, returned to your Office with report and recommendation July 16, 1874.

"By the report inclosed it will appear that an error was made in the former report of the agent in estimating the number of cords of wood an acre of land would yield; and he now estimates the quantity at 57 cords per acre. This amount I regard as excessive, but in similar cases have considered 50 cords per acre as the maximum allowance. I would therefore substitute the following recommendation in lieu of that of July 16:

"The claimant to receive pay for 50 cords of wood per acre on 90 acres—

4,500 cords, at seventy-five cents.....	\$3, 375
90 cords of wood, (9,000 rails,) at \$2.....	180
	<hr/> 3, 555

And that this amount be paid claimant in full satisfaction of his claim."

#### EXHIBIT D.

WAR DEPARTMENT, QUARTERMASTER-GENERAL'S OFFICE,  
Washington, D. C., November 12, 1870.

SIR: In the claim of Alexander Ramsay, filed by you January 17, 1857, for  
the value of 339 cords wood, (fence rails,) at \$2 per cord..... \$678 00  
450 cords wood, (standing in the tree,) at \$2 per cord..... 900 00  
Total..... 1, 578 00

You are respectfully informed that it appears from the certificate of Lieut. O. C. Williams, A. A. Q. M. Seventeenth Illinois Volunteers, that the timber for which charge is made was cut in part to build the fortifications near Bolivar, Tennessee, and in part to give range to the guns of the batteries, and that the rails were used and destroyed in the erection of forts.

There being the facts, this Department can afford no relief; timber used for purposes of fortifications not being an item of "quartermasters' stores."

In claims of similar character the Engineer Department has advised this Office that it had no appropriation from which to settle such accounts. Claimants can look to Congress alone for relief.

By order Quartermaster-General.

Very respectfully, &c.,

M. I. LUDINGTON,

Quartermaster, United States Army.

F. J. ATWELL, Memphis, Tennessee.

## 24 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

WAR DEPARTMENT, QUARTERMASTER-GENERAL'S OFFICE,  
Washington, D. C., September 15, 1873.

**COLONEL:** The inclosed claim of Alexander Ramsey, a citizen of Hardeman County, Kentucky, for standing timber and rails, stated at \$1,578, presented to this Office under the act of July 4, 1864, is herewith respectfully referred to you for investigation and report as to the justice of the claim.

Claimant has been reported loyal.

The relative quantities of wood used for engineer purposes and for fuel should be ascertained.

By order of the Quartermaster-General.

Very respectfully, &c.,

M. I. LUDINGTON,  
Quartermaster, United States Army.

Lieut. Col. JAS. A. EKIN,  
Chief Quartermaster, Louisville, Kentucky.

Claim of Alexander Ramsey, a citizen of Hardeman County, Tennessee, for compensation for—

Fuel, consisting of 25,160 rails, 10½ feet in length, 70 rails to the cord, making 339 cords of wood, at \$2 per cord, (correct amount is 359 cords, \$718).....	\$678 00
300 trees, (for the purpose of constructing forts and fortifications,) 1½ cords to the tree, making 450 cords of wood, at \$2 per cord.....	900 00

Amounting to.....	1,578 00
(Should be \$1,618 00.)	

*Extract from brief of the case.*

The claim having been referred to the chief quartermaster, Department of the South, was placed in the hands of J. L. Trumbull, quartermaster's agent, for investigation, who obtained the affidavit of James B. Harris, October 30, 1874, substantially as follows: James B. Harris swears "that he is well acquainted with Alex. Ramsey, of Hardeman County, Tennessee; has been for the past 50 (f) years. Knows well the farm of said Ramsey, lying adjacent to the town of Bolivar, Tennessee; that in June, 1862, the United States troops came to the farm of Ramsey and encamped thereon, remaining about twelve months; during that time the troops took from said farm all the fencing on and around it; this fencing was a good and substantial one, at least 10 rails high. To the best of [my] remembrance there was before the troops came about 12 acres of wood-land on said farm. The trees were cut from the farm by the troops. I saw part of it cut, and I have no doubt but that the troops cut it all. I saw the troops constructing two forts on the farm, and part of the timber was used in building said forts. My present recollection is that the troops were under the command of Gen. L. P. Ross, of Illinois, who left here about the 1st November, 1862, and when he left there was no timber or rails on said farm. The above comprises about my recollection connected with the taking of said property. I should say that the trees cut would average about one cord each. I would also estimate that said wood was worth one dollar per cord in the tree."

The following is a copy of a certificate obtained by the agent, Mr. Trumbull, showing Alexander Ramsey to have been the owner of certain tracts of land at the time his claim originated, viz:

"I hereby certify, as shown on the record in my office, Alexander Ramsey was the owner of 164 acres, registered January 27, 1849, and conveyed to G. W. Swinebroad, March 1, 1866. Also another tract, containing 36 acres, bought of A. T. Robertson, registered June the 19th, 1858, and conveyed to G. W. Swine Broad, March the 1st, 1866. Also another tract, containing 36 acres, bought of A. T. Robertson, registered June 19, 1858, and conveyed to G. W. Swine Broad, March the 1st, 1866. Also one other tract of land containing 3½, conveyed to Isaac Ramsey, colored, March 18, 1866.

"Given under my hand this 31st day of October, 1874.

"R. T. AMMONS, R. H. C."

J. L. Trumbull, the agent who investigated the claim, reports as follows: "This claim alleges the taking of timber and rails from claimant in the year 1862, amounting to the sum of \$1,578. Claimant's loyalty established, and the taking of the property verified by Lieutenant Williams, acting assistant quartermaster, which also bears the approval of General Ross. The claim as made out exceeds the amount of the estimate made by Lieutenant Williams by \$642. Claimant explains this by saying that a portion of his rails and timber were taken after the command of General Ross had left the place. I

cannot, however, find any testimony that can establish this, as it all concurs in the fact that, when Lieutenant Williams left, the farm was stripped of rails and timber; hence the certificate must cover the loss. This conclusion leaves the only question for determination as to how much of this timber and how many rails were used in the construction of fortifications, and how much was used as fuel. My investigation shows that there was on the farm some 25,000 rails in all, and that at least one-half of them were used in the construction of the two forts erected on claimant's land; the balance were burned. I am compelled to use the conjecture only of persons for this conclusion as to quantity; and the same remark applies to the timber. The evidence is plain and sufficient to show that this timber-land was thickly set, and the timber valuable, although the estimates are low. I call attention to the affidavit of James B. Harris, which is conclusive and valuable from the fact that he was intimately acquainted with the farm and of the destruction of the property. I recommend that payment be made on this claim for \$336, that being the amount of the estimate less the damage done to the land, which was immaterial. One-half of this amount to be charged to the Engineer's Department. There is no way to settle, definitely, the exact quantities used by each department, but this division is warranted by the opinions I have been able to get as to the quantity used as fuel and as to engineer purposes."

Colonel Ekin, in his letter of March 31, 1875, returning the claim with the above report, after reviewing a portion of the evidence and report of the agent, remarks: "I concur in the report and respectfully recommend claimant be paid \$418, as suggested by the agent. This, in my judgment, is a proper charge against the Quartermaster's Department. The relative quantities of wood used for engineer purposes and for fuel cannot, with greater accuracy, be determined by this Office."

The Third Auditor states that the returns of Lieutenant Charles C. Williams, acting assistant quartermaster Seventeenth Illinois Volunteers, do not account for any property as purchased or taken from claimant during the fourth quarter of 1862.

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#### EXHIBIT E.

WAR DEPARTMENT, QUARTERMASTER-GENERAL'S OFFICE,  
*Washington, D. C., November 6, 1874.*

SIR: The inclosed claim of William B. Toler, a citizen of Madison County, Missouri, for 120 bushels corn, stated at \$120, presented to this Office under the act of July 4, 1864, is herewith respectfully referred to you for re-investigation and report, as to the justice of the claim and the loyalty of the claimant at the time the stores were taken and thenceforward until the end of the war, with attention invited to additional evidence also inclosed.

By order of the Quartermaster-General.

Very respectfully, &c.,

M. I. LUDINGTON,  
*Quartermaster United States Army.*

Col. D. H. RUCKER,  
*Chief Quartermaster, Chicago, Illinois.*

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QUARTERMASTER-GENERAL'S OFFICE.  
*Washington, D. C., September 26, 1866.*

GENTLEMEN: The inclosed claim in favor of William B. Toler, for corn, is herewith returned disallowed, there being evidence on file in this Office questioning the loyalty of claimant.

By order of the Quartermaster-General.

Very respectfully, your obedient servant,

J. L. BROWN,  
*Brevet Brigadier-General, Chief Fifth Division.*

TUCKER & SELLS,  
*Washington, D. C.*

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[Extract.]

The claim, having been investigated, was returned to the Quartermaster-General United States Army, by Col. Stewart Van Vliet, chief quartermaster, Fort Leavenworth, Kans., inclosing and approving the report of H. V. Easton, the agent who investigated it, of which the following is a copy, viz:

"From the investigation of this claim, there appears no reason to doubt that the corn



## 26 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

was taken as alleged. There is no means within my reach by which the signature of the officer to the receipt can be verified, but I am satisfied, from the claimant's character, that he would not offer fraudulent receipts in support of the claim. Martin G. Foster and Thomas B. Grigsby, the witnesses whose names appear to the application, were, at the time of signing, respectable and credible persons; the latter has since become very dissipated and worthless. He is not now in the county, and his whereabouts is unknown. He was sheriff of Madison County at the beginning of the war, and his business often required him to go into disloyal neighborhoods in the county, and doubtless he tried to incur favor with the rebels, in order to perform his duties unmolested, which caused suspicion against him and his arrest by the United States military authorities. He was soon after released, and performed the duties of his office without further molestation to the expiration of his term of office. It appears that the claimant owned, and was running, a mill at the time, and that the corn was taken from the mill. Martin G. Foster states he was at the mill at the time the troops took the corn; that there was a non-commissioned officer with the troops at the time; that Thomas B. Grigsby was passing at the time, and stopped a few moments to converse with him and the troops; the witnesses therefore had a good opportunity of knowing the facts in the case. It is believed that 75 cents per bushel is a reasonable price for the corn at the time it is alleged to have been taken."

### EXHIBIT F.

WAR DEPARTMENT, QUARTERMASTER-GENERAL'S OFFICE,  
*Washington, D. C., November, 14, 1873.*

SIR: You are respectfully informed that the claim in favor of S. T. Price, Kenton County, Kentucky, for value of quartermaster's stores, \$160, filed in this office August 15, 1872, is not allowed.

The Quartermaster-General is unable to certify that he is convinced of the loyalty of the claimant, as required by law of July 4, 1864, before reporting the claim to the Third Auditor with recommendation for settlement.

By order of the Quartermaster-General.

Very respectfully, your obedient servant,

M. I. LUDINGTON,  
*Quartermaster, United States Army.*

F. P. CAPPY,  
*Washington, D. C.*

WAR DEPARTMENT, QUARTERMASTER-GENERAL'S OFFICE,  
*Washington, D. C., May 26, 1874.*

COLONEL: The inclosed claim of S. T. Price, a citizen of Kenton County, Kentucky, for quartermaster's stores, stated at \$160, presented to this Office under the act of July 4, 1864, is herewith respectfully referred to you for investigation and report as to the justice of the claim and the loyalty of the claimant at the time the stores were taken and thenceforward until the end of the war.

Claimant was reported as disloyal by you November 4, 1873. Attention is invited to additional evidence, herewith inclosed.

By order of the Quartermaster-General.

Very respectfully, &c.,

M. I. LUDINGTON,  
*Quartermaster, United States Army.*

Lieut. Col. JAMES A. EKin,  
*Chief Quartermaster, Louisville, Ky.*

The claim having been referred to Lieut. Col. J. A. Ekin, chief quartermaster Department of the South, for investigation and report, was examined by Agent J. L. Trumbull, who elicited from W. Sayers, one of the subscribing witnesses, a statement, dated September 29, 1874, as follows:

"I was personally present when this horse was taken possession of by the United States, in the town of Crittenden, Grant County, Kentucky. A large number of horses were impressed at the same time, owners being notified to bring horses to Crittenden for the use of the Army. I distinctly remember the impressment of Mr. Price's horse."

"September 30, 1874. Agent Trumbull reports:

"I file herewith the statement of W. Sayers, who signed the claim, that he was personally present and saw said horse taken into the United States service. Mr. Sayers is a prominent citizen of Kenton County, and thoroughly credible. The presence of the receipt and the evidence of Mr. Sayers fix the merits of the claim beyond any doubt.

## CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL. 27

"The market-price of sound, serviceable horses at that time was \$145, for which amount I recommend the payment of this claim."

November 18, 1874. Colonel Ekin, in returning the case, calls attention to the agent's report, and says: "In view of these facts it is recommended that the horse be paid for at the rate of \$125."

The average price paid by the Government for cavalry horses in Kentucky at that date, August, 1864, was \$150 each.

### EXHIBIT G.

Personal.]

OFFICE OF WINSLOW & WINSLOW,  
No. 70 WILLIAM STREET, KEMP BUILDING,  
New York, ———, 187-.

MY DEAR GENERAL: I hand you herewith the brief of a case now pending in your Department, accompanied by a letter addressed to you by my brother, and as I know the claimant to be a thoroughly trustworthy and meritorious gentleman and believe his case to be all that my brother says of it, I venture to request you to have it looked into at once, and would regard it as a favor if you would cause me to be informed why it has not been settled, and what is required, if anything, to secure its settlement without further delay.

Hoping that you had a pleasant and profitable trip to the frontier, I am, very truly,  
yours,

J. H. WILSON.

Gen. W. W. BELKNAP,  
*Secretary of War, Washington, D. C.*

Indorsements on preceding :

NEW YORK, ———, 1873.

Gen. J. H. Wilson incloses copies of papers in claim of Geo. W. Reardon and John S. Garland for railroad iron taken at Cairo, Ill., by Capt. A. C. Woolfolk, A. Q. M., in 1864—value of iron and interest amounting to \$16,799.97—and requests payment of claim without further delay.

[Special.]

Have this claim examined and notify me of the result on my return.

W. W. B.

MAY 9, 1873.

WAR DEPARTMENT, May 14, 1873.

Respectfully referred to the Quartermaster-General for report and papers.

By order Acting Secretary of War.

W. M. DUNN,  
*Asst. Judge Adv. Genl., Bvt. Brig. Gen., U. S. A.*

QUARTERMASTER-GENERAL'S OFFICE, May 16, 1873.

Respectfully returned to the honorable Secretary of War, inviting attention to the brief of the case submitted by Maj. M. I. Ludington to the Quartermaster-General, October 11, 1872, (paper numbered 32.) and his (Quartermaster-General's) remarks thereon.

All the papers in the case are forwarded herewith for the information of the Secretary.

M. C. MEIGS,  
*Quartermaster-General, U. S. A.*

OFFICE OF THE UNITED STATES DISTRICT ATTORNEY  
FOR THE SOUTHERN DISTRICT OF ILLINOIS,  
Springfield, Illinois, July 3, 1873.

SIR: Referring to your letter to me of May 22 last, in relation to the claim of Messrs. Reardon & Garland for the value of 397 bars of railroad iron, &c., I am requested by my friend Mr. Reardon, in the absence of General Wilson in Europe, to forward you the inclosed transcript of proceedings in the matter of Henry J. Deal vs. The Cairo and Fulton Railroad Company, &c. It will be seen by reference to the papers that Mr. Deal's title to the iron was as perfect as legal proceedings could make it, and that Mr. Bedford, the president of the company, by his presence and the receipt of money, confirmed the sale. Deal's subsequent conveyance to Reardon & Garland for \$9,400, or whatever amount they paid, it occurs to me, gave them good title. I hope, for Mr.

## 28 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

Reardon's account, who is a poor but worthy man, that the subject will be looked at again in the light of this additional evidence, and, if proper, allowed and paid. His address is Shawnee Town, Ill.

It is due myself that I should say that I have no interest in this claim, either direct or contingent.

With great respect,

BLUFORD WILSON.

Gen. W. M. DUNN,

*Assistant Judge-Advocate-General, Washington City.*

[Indorsement.]

QUARTERMASTER-GENERAL'S OFFICE, July 23, 1873.

Respectfully returned to the honorable Secretary of War, inviting attention to report upon this case by Maj. M. I. Ludington, quartermaster, United States Army, October 11, 1872, herewith, No. 32, to my note thereon, and to the letters of the Secretary of War to Gen. J. N. Wilson and Bluford Wilson, May 22, 1873.

The additional evidence herein filed by Mr. Bluford Wilson relates solely to the indebtedness of the Cairo and Fulton Railroad Company to Henry J. Deal; the judgment obtained by him against the Cairo and Fulton Railroad Company in the States of Missouri and Illinois; the levy upon and sale of 822 bars of railroad iron belonging to the Cairo and Fulton Railroad Company by the sheriff of Alexander County, Illinois, and its purchase by said Deal—matters about which there has never been any dispute. It is not, therefore, of any particular value in this case.

The difficulties in the way of a decision in this case are:

1st. The taking of the iron from Messrs. Reardon & Garland, and the quantity taken by the Quartermaster's Department and not returned are not satisfactorily established, (see page 20 of Major Ludington's report.)

2d. The legal question as to whom payment should be made to for the quantity taken, when satisfied of the taking by United States, (see my notes on Major Ludington's report, page 21.)

Two parties are claiming the iron in question: one party by virtue of a purchase at sheriff sale in Illinois, the other by virtue of a subsequent purchase under a mortgage executed prior to levy and sale by the sheriff.

The latter claimant may have the best title, and if it should be so decided, he will be required to establish his loyalty before payment to him.

However, if Messrs. Reardon & Garland will furnish further and satisfactory evidence of the taking of the iron and its use by the United States, and of the quantity taken, (stating particularly as to how they arrive at the alleged fact that just three hundred and ninety-seven bars were taken,) I will refer the case, under the act of July 4, 1864, to the Third Auditor with recommendation for settlement, provided the accounting-officers, with all the papers before them, are satisfied that Messrs. Reardon & Garland were the legal owners of the iron, and are the persons entitled to payment for it. Their loyalty is satisfactorily established. All the papers relating to this claim are inclosed.

M. C. MEIGS.

*Quartermaster-General, U. S. A.*

QUARTERMASTER-GENERAL'S OFFICE,

*Washington, D. C., March 14, 1874.*

SIR: I have the honor to return herewith the letter and additional evidence filed by Gen. J. H. Wilson January 21, 1874, in the claim of Reardon & Garland for 399 bars railroad iron, weighing, as stated, 178,650 pounds=79½ tons—valued at \$130 per ton, \$10,368.08—referred to me "for remark," and to state that a brief of this case was prepared on the 11th of October, 1872, in which the whole matter was reduced to the following propositions:

"1st. The quantity of iron taken by Captain Woolfolk, and its value.

"2d. Whether it was taken from Messrs. Reardon & Garland, or from the Cairo and Fulton Railroad by Captain Woolfolk.

"3d. Whether Messrs. Reardon & Garland were the legal owners of the iron at the time of its seizure by Captain Woolfolk, so as to render the United States liable to them for its value, or whether the State of Missouri had a lien upon it, so as to make the United States liable for its conversion to its use, to the State of Missouri and its assigns, or to the Cairo and Fulton Railroad Company.

"So far as Messrs. Reardon & Garland are concerned, the case turns upon the third proposition, and upon that proposition the following remarks are submitted:

"At some period, and by some person or persons, the iron was taken from the Cairo and Fulton Railroad, at Bird's Point, Missouri. (Query by Quartermaster-General: How much; and how much was returned?)

"It is shown by the papers filed by Mr. Thomas Allen that the State of Missouri had a lien upon the property and franchise of the Cairo and Fulton Railroad Company, and under that lien sold the property and became the purchaser of it; that it subsequently sold the same to Joseph C. Read *et al.*, and that Mr. Read sold it to Thomas Allen. Copies of the several deeds of sale are filed to substantiate these facts.

"There is no dispute as to the lien of the State of Missouri and foreclosure and sale.

"It is a well-settled rule of law that a lien upon property follows the property; therefore, admitting that the iron seized and used by Captain Woolfolk was the iron levied upon and sold under execution in the State of Illinois, and purchased by claimants, it follows that the United States are liable to the purchasers under that lien, which in this case is Mr. Thomas Allen, and not to Messrs. Reardon & Garland.

"But it is a case arising under the act of 4th July, 1864, and before the Quartermaster-General can recommend settlement he must be certified of the taking, the quantity taken, and value, and loyalty of claimants.

"Mr. Allen never prepared his case under the act of 1864, and submitted it for settlement. There is, therefore, no proof of loyalty of Mr. Allen.

"The quantity of iron taken is not proven with sufficient clearness to enable me to reach any conclusion. Messrs. Reardon & Garland state it at 397 bars, weighing 79,444 tons, but furnish no proof to show how they determine that just that number of bars was taken. One witness swears that to the best of his recollection and belief there were in the neighborhood of 400 bars used. Another witness swears that to the best of his recollection and belief at least 300 bars were used, and perhaps more. These affidavits were made February 3, 1868, some four or five years after the time the iron was taken.

"Neither person states how he arrives at the number of bars he swears to, whether by actual count at the time the iron was taken, by impressions formed at the time, or by conversations with persons with a view to making the affidavit. If in any way except by actual count, the testimony is not sufficient to base a claim on which money is to be paid out of the Treasury.

"Messrs. Reardon & Garland swear to 397 bars; but how they know that just 397 bars were taken, when the taking commenced in 1863, and they had no interest in the iron until after 15th of August, 1864, does not appear; and yet claim that it was taken from them in 1863 and 1864.

"Mr. Allen, the real owner, has filed no proof as to the quantity, but does file the affidavit of Henry I. Deal, in which the price is stated at \$90 per ton."

Upon this case the Quartermaster-General made the following remarks:

"Not in a condition to be fairly decided. Evidence is *ex parte* provided by claimant, whose title is disputed. I doubt whether it will be possible to settle this case satisfactorily without a trial before a proper judicial tribunal."

Subsequently, to wit, on the 3d of July, 1873, Mr. Bluford Wilson filed with the Secretary of War additional evidence to establish Reardon & Garland's title to the iron.

In returning the papers to the Secretary of War the Quartermaster-General said: "The additional evidence herein filed by Mr. Bluford Wilson relates solely to the indebtedness of the Cairo and Fulton Railroad Company to Henry I. Deal; the judgment obtained by him against the Cairo and Fulton Railroad Company in the States of Missouri and Illinois; the levy upon and sale of 822 bars of railroad-iron belonging to the Cairo and Fulton Railroad Company by the sheriff of Alexander County, Illinois, and its purchase by said Deal—matters about which there has never been any dispute. It is not, therefore, of any particular value in this case.

"The difficulties in the way of a decision in this case are:

"1st. The taking of the iron from Messrs. Reardon & Garland and the quantity taken by the Quartermaster's Department and not returned are not satisfactorily established, (see page 20 of Major Ludington's report.)

"2d. The legal question as to whom payment should be made for the quantity taken, when satisfied of the taking by the United States, (see my notes on Major Ludington's report, page 21.)

"Two parties are claiming the iron in question: one party by virtue of a purchase at sheriff's sale in Illinois, the other by virtue of a subsequent purchase under a mortgage executed prior to levy and sale by the sheriff.

"The latter claimant may have the best title; and if it should be so decided he will be required to establish his loyalty before payment to him.

"However, if Messrs. Reardon & Garland will furnish further and satisfactory evidence of the taking of the iron and its use by the United States and of the quantity taken, (stating particularly as to how they arrive at the alleged fact that just 397 bars were taken,) I will report the case, under the act of July 4, 1864, to the Third Auditor with recommendation for settlement, provided the accounting-officers, with all the papers before them, are satisfied that Messrs. Reardon & Garland were the legal owners of the iron and are the persons entitled to payment for it. Their loyalty is satisfactorily established.

"The additional evidence now filed is the affidavits of Isaac Walden, James S. Reardon, John C. White, J. E. Reardon, and George W. Reardon.

"Mr. Isaac Waldon, James S. Reardon, John C. White, and J. E. Reardon swear that they were residents of Cairo in the year 1864; that they were all acquainted with claimants at that time and know that they were the owners of large quantities of railroad-iron purchased by them from Deal and others; that it was a fact well known to them that a large portion of said iron was taken for the use of the United States Army, and that Reardon & Garland are persons of veracity and entitled to belief."

George W. Reardon swears "that in 1864 he was a partner of John S. Garland, and that they were the owners of a large quantity of railroad-iron then at Cairo, and that during his absence from the city, as he subsequently learned, Capt. A. C. Woolfolk took a large portion of said iron for use of the United States Army; that when he returned to Cairo he found the iron missing, and was informed by his partner that Woolfolk had taken about 400 bars; that application had been made by Garland to Woolfolk, while the iron was being taken, for receipts or vouchers for the same; that Woolfolk acknowledged the taking, claimed that he was compelled to have it, and would need more, and when he got all that was necessary he would make him and Garland a proper voucher for the same; that before Woolfolk had completed the taking and had executed his receipts as above promised, Garland was called away, and before his return or affiant's to Cairo Captain Woolfolk was relieved, and had left Cairo without leaving or making the voucher."

NOTE.—The records of this Office show Captain Woolfolk left Cairo April 21, 1866, and his successor always refused any satisfaction in the premises, alleging that he knew nothing of the transaction and that they should apply to his predecessor; that they did apply to Captain Woolfolk and obtained from him such a certificate as his recollection would enable him to give. (See Woolfolk's affidavit.)

"That the evidence of the taking and use of the iron is shown by the statement of Captain Woolfolk, by the affidavit of Fanayher, Baird, Stewart, and Kinsley, and the affidavits of J. E. Reardon, W. A. Redman, (not filed,) Isaac Walden, James Reardon, and John C. White, filed herewith, and that the taking was a notorious fact never disputed or questioned; that the quantity taken was ascertained by reference to memoranda and data of the dealings of affiant and his partner, showing the quantity to be about 400 bars."

"That William H. Fanayher, assistant to Woolfolk's wagonmaster, who looked after the hauling, and whose opportunities for accurate knowledge were therefore good, swore that about 400 bars were taken."

"Baird & Stewart, contractors for loading locomotives and cars, stated that about 300 cars, and possibly more, were taken under their supervision on Woolfolk's order."

"John H. Kinsley, an employé of Woolfolk, charged with loading and hauling certain other cars, testified to from thirty-five to fifty-two, and a quantity that he believes went to Little Rock, Arkansas."

"The total of iron sworn to by the said parties equals, if it does not exceed, 400 cars; and upon their testimony, together with affiant's own memoranda and some evidence of the number of cars and locomotives shipped, the sum of 397 bars was fixed upon as the clearest and fairest approximation to the truth."

This whole case has been very carefully re-examined, with a view to fix, if possible, upon some quantity of iron that could be certified to the Auditor under the act of July 4, 1864, as having been taken from Messrs. Reardon & Garland, provided the Auditor should find that they are the proper parties to whom payment should be made; and the same difficulties are encountered as in the first examination of the case.

The additional evidence is general in its nature, and cumulative, and does not help to fix the quantity of iron taken, as alleged, from claimants.

The only evidence attempting to show why the quantity was fixed at 397 bars is contained in the last paragraph of the affidavit of George W. Reardon, just quoted, and is not satisfactory.

The taking commenced before May 20, 1863, and continued at various times to December, 1864. The parties upon whose evidence claimants rely to substantiate their claim—the only ones who pretend to give quantities taken, (R. H. Baird, William Fanayher, David Stewart, and John H. Kinsley,)—swear that about 300 or 400 bars were taken during those years.

Now, claimants did not purchase the iron sold to Henry I. Deal by the sheriff until subsequent to the 15th day of August, 1864, (the exact date of purchase is not given;) consequently I am unable to certify that 400, or even 300, bars were taken from Reardon & Garland, and, not being able to certify that even 300 bars were taken from them, cannot certify to any quantity except by guess. I think that a portion of the iron bought by Reardon & Garland was taken by the Quartermaster's Department at Cairo, but what portion I am unable to say. I also think that at least 300 bars of iron, and perhaps more, were taken by the quartermaster, and that the United States are liable to some one for it, but to whom is a legal question that I will leave to the accounting-officers of the Treasury or to the law-officers of the Government to decide. Should the decision be in favor of Messrs. Reardon & Garland, they will be required to furnish more satisfactory proof of the quantity taken from them. Should it be in favor of Mr. Thomas

## CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL. 31

Allen, he will be required to prove his loyalty under the act of July 4, 1864, before payment can be made to him under the law of 1864.

Very respectfully, your obedient servant,

M. C. MEIGS,

*Quartermaster-General, Brevet Major-General, United States Army.*

The Hon. SECRETARY OF WAR,  
*Washington, D. C.*

DEPARTMENT OF JUSTICE,  
*Washington, April 25, 1874.*

SIR: I have the honor to acknowledge the receipt of your letter of the 23d instant, inclosing one from the Postmaster-General, relative to the claims of G. W. Reardon, John S. Garland, and Thomas Allen to certain railroad-iron, locomotives, cars, &c., which claims have been referred to Colonel Rucker for investigation.

In compliance with your wishes, I have instructed the United States attorney at Saint Louis to render to Colonel Rucker such legal assistance in the examination and investigation of the title of these parties to this property as he may require.

Very respectfully,

GEO. H. WILLIAMS,  
*Attorney-General.*

Hon. W. W. BELKNAP,  
*Secretary of War.*

[Indorsement.]

WAR DEPARTMENT, *April 28, 1874.*

Copy furnished for use of the Quartermaster-General.

By order of the Secretary of War.

W. M. DUNN,  
*Assistant Judge-Advocate-General, Bvt. Brig. Gen'l, U. S. A.*

UNITED STATES ATTORNEY'S OFFICE,  
*Saint Louis, October 26, 1874.*

SIR: Your letter of the 6th instant, inclosing the papers in the claims of Reardon & Garland, and Thomas Allen, and the correspondence of the War Department in connection therewith, and submitting the same to me at the request of the Quartermaster-General for my opinion as to the title of the respective claimants, and on your part giving me to understand that in rendering my opinion I am to take it as a fact established by your examination that the iron claimed was removed from Bird's Point, in Missouri, to Cairo, in Illinois, not by any officer, agent, or employé of the Government, but by parties not in Government employ, is received.

The circumstances upon which the question of title is to be determined are nowhere in the papers sent me stated together, for the purpose of informing me with precision of the facts which are to be considered in reaching an opinion; consequently I am compelled to arrive at them from the whole of the papers and correspondence submitted.

The facts for the purposes of this opinion I understand to be:

That Capt. A. C. Woolfok, assistant quartermaster, stationed during the war at Cairo, Ill., appropriated and used in 1863 and 1864, in shipping cars and engines intended for military roads in the South, a quantity of railroad-iron that had been brought in those years from Bird's Point, Mo., to Cairo, Ill., which was the property of the Cairo and Fulton Railroad, and was in part taken up from the track of said road and in part iron which had been piled alongside the road preparatory to being laid on the track; that the iron was not taken to Cairo from Bird's Point by any officer, agent, or employé of the Government.

That Thomas Allen claims indemnity from the Government for this iron as owner thereof, and produces in support of his title thereto—

1. A deed, dated the 12th day of January, 1867, from Joseph C. Reed *et al.* to Thomas Allen, of the Cairo and Fulton Railroad, with all franchises, rights, title, interest, roads, road-beds, rolling-stock, machinery, and all the property, both real and personal, of every description belonging or in anywise thereunto appertaining.

2. A deed, dated the 7th day of January, 1867, from the State of Missouri, acting by its governor, Thomas C. Fletcher, to Joseph C. Reed *et al.*, of the Cairo and Fulton Railroad, and all the rolling-stock, engines, machine-shops, franchises, interests, rights and privileges, choses in action, and other property, real, personal, or mixed, thereunto appertaining.

3. A deed, dated the 3d day of October, 1866, from Thomas C. Fletcher, governor of

Missouri, to the State of Missouri, of the Cairo and Fulton Railroad, together with its appurtenances, rolling-stock, and property of every description, made by him by virtue of an act of the General Assembly of Missouri entitled "An act to provide for the sale of certain railroads and property by the governor, to foreclose the State's lien thereon, and to secure an early completion of the Southwest Branch Pacific and Cairo and Fulton Railroads, of Missouri," approved February 19, 1866; and also in pursuance of the purchase by the State of Missouri of the Cairo and Fulton Railroad at a foreclosure sale of the same under the terms of said act.

That Reardon & Garland claim indemnity of the Government for the iron in controversy as owners thereof, and produce in support of their title—

1. A transcript, duly certified from the circuit court for Alexander County, Illinois, (in which Cairo is situate,) of a suit by attachment brought by Henry J. Deal, on the 19th day of April, 1864, against the Cairo and Fulton Railroad for \$7,007.07, upon a judgment obtained against that company in Mississippi County, Missouri, on the 20th day of April, 1862, in which suit 822 bars of railroad-iron were attached, and which, upon judgment being recovered by said Deal in said court, were, on the 15th day of August, 1864, sold under execution in said suit to the plaintiff, the said Henry J. Deal.

2. Proof that the iron appropriated by the Government was a part of the 822 bars attached and sold under execution to said Deal.

3. Proof that Henry J. Deal, after purchasing said 822 bars of iron, sold the same to Reardon & Garland, claimants.

4. A statute of Illinois providing that a chattel-mortgage, to be valid, must be recorded; consequently, inasmuch as the mortgage-lien of the State of Missouri on the Cairo and Fulton Railroad was not recorded in Illinois, said Deal purchased said iron at said execution-sale free and discharged from the lien of the same. To these facts (which seem from the correspondence submitted to be those determined upon by the Quartermaster-General's Department) I will add, as necessary to an intelligent understanding and decision of the question of title, that I find—

1. That by an act of the general assembly of Missouri, approved March 3, 1857, the Cairo and Fulton Railroad was authorized to issue \$400,000 worth of bonds, which were to constitute in favor of the State a first lien of mortgage on the road and the property thereof, its lands, rights, franchises, and appurtenances; and in case of any default in the payment of the interest or payment of said bonds, the State was authorized to proceed to sell all the rights, franchises, estates, and appurtenances of said road according to the laws of Missouri with respect to the foreclosures of mortgages on real estate, the road, pending a default, to remain in the possession of the company.

2. That the State bid its full mortgage-debt for the road.

From these facts I am of opinion—

1. That by the said attachment-suit, judgment and execution-sale thereunder, Messrs. Reardon & Garland's grantor, Deal, acquired all of the title of the Cairo and Fulton Railroad existing at the time of the sale to the iron in controversy. That the road then known as the Cairo and Fulton Railroad was the owner of said iron subject to the mortgage-lien of the State of Missouri. That Reardon & Garland's grantor, Deal, acquired said iron subject to the lien of the State of Missouri. (*Hutchins vs. King*, 1 Wall., 53; *Drake on Attachments*, 243.) That according to the adjudications of the supreme court of Illinois and general principle the lien of the State of Missouri pursued the iron in controversy into the State of Illinois, and was there as well as in Missouri a charge upon it, which upon the principle of comity the courts of Illinois were bound to respect and uphold. (*Munford vs. Canty*, 50 Ill., 370; the *Maggie Hammond*, 9 Wall., 435.) That the principle of the Illinois statute, rendering mortgages of chattels void unless recorded, was inapplicable to property mortgaged in another State and subsequently removed into Illinois, especially when the mortgage was statutory, as in this case. (*Handford vs. Paine*, 32 Vt., 442.)

2. That the deed of the State of Missouri to Joseph C. Reed, and the deed of Joseph C. Reed to Thomas Allen, in the use of the words "property" and "chooses in action," were sufficiently comprehensive to convey to Thomas Allen the iron in controversy or the right of indemnity for its conversion, provided the same was "property" or a "chose in action" of that Cairo and Fulton Railroad which was sold by the State to Reed. (*Whitehead vs. Vineyard*, 50 Mo., 30; *Wilson vs. Boyce*, 2 Dillon, 544.)

3. That the right to indemnity for the conversion of the iron in controversy was a chose in action of that Cairo and Fulton Railroad which was conveyed by the State of Missouri to Reed, for the following reasons:

1. That the mortgage-lien of the State embraced the iron in controversy.

2. That the foreclosure of the mortgage of the State and the sale thereunder passed the title to the iron in controversy to the State, notwithstanding the iron was not in the possession of the mortgagor at the time of the sale, but in that of a third party. (*Tome vs. Dubois*, 6 Wall., 554.)

3. That the State of Missouri having acquired by said foreclosure and sale the title to said iron, it thereby acquired a right of action for the conversion of the iron against the appropriator.

4. That the words "chooses in action" in the deed of the State of Missouri to Joseph C. Reed conveyed to him the right of action of the State for the conversion of the iron in controversy.

5. That the words in the deed of Reed to Allen, "being the same property acquired by said parties of the first part (Reed *et al.*)" by deed from the State of Missouri to said Joseph C. Reed, Andrew J. Macky, John C. Vogel, and Samuel Simmons," explanatory of the property intended to be conveyed by the use of the words in said deed of Reed to Allen, "property, both real and personal, of every description, belonging or in anywise appertaining thereto," were sufficient to convey from Reed to Allen the right conveyed by the State to Reed to recover indemnity for the conversion of the iron in controversy, said right to recover indemnity being personal property appertaining to the road conveyed.

4. That Reardon & Garland having acquired by the title of the Cairo and Fulton Railroad to the iron in controversy, subject to be divested by a sale of the same under said mortgage upon a default by the mortgagor, and the right to recover indemnity for the conversion of said iron having been sold under said mortgage to Thomas Allen, all title to the iron or to indemnity for its conversion by the Government in Reardon & Garland thereby became divested, and Thomas Allen thereby became entitled to recover the value of the iron from the Government.

Very respectfully,

WM. PATRICK,  
*United States Attorney.*

Capt. E. B. GRIMES,

*Assistant Quartermaster, Military Division of the Missouri, Saint Louis, Mo.*

DEPOT QUARTERMASTER'S OFFICE,  
*Saint Louis, Mo., November 10, 1874.*

GENERAL: Referring to your letter to Col. D. H. Rucker, chief quartermaster, Military Division of the Missouri, dated April 18, 1874, transmitting the claims of Messrs. Reardon & Garland and Thomas Allen for investigation, and referred to me April 28, 1874, I have the honor to submit the following as my report:

Attention is invited to the inclosed additional papers in the claim of Messrs. Reardon & Garland, which I designated by the letters A, B, C, and D, and inclosed in an envelope, that they may be the more readily referred to.

Inclosure A is a copy of a receipt given by Messrs. Ennis & Holliday, of Cairo, Ill., to the Cairo and Fulton Railway Company, through its president, Mr. A. M. Bedford, being for 759 bars railroad iron, which Mr. Holliday informs me was delivered to his firm at Cairo, as the receipt states, by the railway officials, and that it was brought from Bird's Point by persons not in the employ of the Government.

The history of this receipt is as follows: In the fall of 1863 Messrs. Ennis & Holliday had a contract with the Cairo Land Company for the filling up of certain lands. They needed railroad tracks, and consequently made a contract with Mr. Bedford, as president of the Cairo and Fulton Railway Company, by the terms of which said Bedford was to furnish them the necessary iron from Bird's Point, to be used a certain length of time and then returned to the railway company at Bird's Point, for which Ennis & Holliday were to pay the sum of \$1,250. As will be seen in the inclosed copy of receipt, there were certain conditions imposed, one of which was the providing against the interference of the civil authorities, which leads me to believe that such interference was anticipated, and, indeed, I have yet to be convinced that the removing of the iron to Cairo under the contract was not a part of the plan, paving the way for civil interference; for it will be remembered that Mr. Deal, the plaintiff in the judgment under which the sale was made, was a director of the road and a personal friend of Mr. Bedford, the president, and also of Mr. Whitcomb, another director, and an associate of Mr. Bedford in this transaction.

The sale was made on the 17th day of August, 1864, and Mr. Deal became the purchaser. The iron brought something over \$2,000 more than Deal's judgment, which sum was paid to Mr. Bedford by the sheriff, and on the same day Mr. Bedford gave Ennis & Holliday a release from the receipt, which will be found on and forming a part of Inclosure A.

Inclosure B is a statement from Messrs. Fox & Howard, of Chicago, to whom Reardon & Garland sold a portion of the iron, and who in turn sold it to Gen. A. E. Burnside, president Cairo and Vincennes Railway Company.

Inclosure C is a statement from the secretary of the Cairo and Vincennes Railway Company, showing the amount of iron which that company purchased from Fox & Howard, at Cairo, all of which was a part of the same iron sold by the sheriff.

Inclosure D is a letter from Holliday Brothers, in relation to the contract referred to, which I had requested Mr. H. to furnish me a copy of.



## 34 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL

In order to arrive at a clear solution of this case, I deem it necessary to first establish to some degree of certainty the amount of iron that really passed into the hands of Reardon & Garland as the result of the sheriff's sale, and to that end would call especial attention to—

1st. The receipt given by Ennis & Holliday, which calls for seven hundred and fifty-nine bars, and Mr. Holliday insists that this amount was arrived at by actual count, and that it represents all the iron they had in their tracks as the property of the Cairo and Fulton Railway Company or any one else.

2d. Mr. H. J. Deal, (in his affidavit filed by Messrs. Reardon & Garland in support of their claim, and therefore worthy of their belief,) for whose benefit the iron was sold, who became the purchaser, and who in turn sold it to Messrs. Reardon & Garland, testified as follows, viz, "that it was reckoned at \$90 per ton, and that the total value at that price was \$11,400." Therefore, on that basis, there was about 126 tons gross, or 282,240 pounds.

3d. Mr. J. Watson Webb, attorney for Mr. Deal in the case, whose affidavit is also filed by Messrs. Reardon & Garland, testifies that there was "some 822 bars." In an interview with Mr. Webb, I asked him how he arrived at that number of bars, and he replied "by count, as near as we could get at it, as the iron was still in the tracks of Ennis & Holliday when counted, and that he would not swear to any positive amount." Captain A. C. Woolfolk testifies to iron having been taken by him from Bird's Point for use of the Government, in which he is undoubtedly correct; but these different lots of iron seem to have become confounded, as no part of the iron involved in this case was brought over the river from Bird's Point by the Government or any of its agents, or for its use.

From the foregoing it will be seen that while Messrs. Reardon & Garland have furnished no positive evidence that there were 822 bars in the lot they purchased of Deal, after the sheriff's sale, almost positive evidence is furnished that there was not that number; and, in fact, the only evidence that can be considered as possessing any degree of certainty is the receipt given by Ennis & Holliday at the time they received the iron from Bedford; hence I consider the amount should be fixed at 759 bars, and on that basis I will proceed to account to Messrs. Reardon & Garland for their iron.

First. The only witness who testifies to any iron belonging to this lot being taken away from Cairo by the Government is J. H. Kinsley, who says that he placed 12 bars on a ferry-boat, on which to load locomotives for shipment South, and it is probable that this lot did not come back. Averaging the iron at 27 feet to the bar, (which is a large average, and an average length is the only length we can arrive at, for the iron was of all lengths, from 15 to 30 feet each,) we have 759 bars at 27 feet=6,831 yards at 51 pounds per yard=348,381, as the number of pounds to be accounted for. Amount sold to Fox, Howard & Co., per statements B and C, 288,850; amount sold by Reardon & Garland in Cincinnati, through Messrs. Post & Co., as per statement of Joseph Kinsey, to wit, 119 bars at 27 feet=1,071 yards at 51 pounds per yard=54,621 pounds; amount taken by Government, as per affidavit of J. H. Kinsley, and, in fact, corroborated by affidavit of Capt. A. C. Woolfolk, who says "that at the time or soon after the times mentioned above, (viz, 1863 and 1864,) he became advised that John S. Garland, then a resident of Cairo, had become the purchaser of certain railroad-iron brought over from the Cairo and Fulton Railroad, of which iron that or a portion of the same used in the shipment of the locomotives and cars composed a part;" i. e., 12 bars at 27 feet=108 yards at 51 pounds per yard=5,508 pounds. By this statement the account stands as follows:

Amount bought by Reardon & Garland.....	348,381
Amount sold to Fox, Howard & Co.....	288,850
Amount sold by Post & Co., Cincinnati, Ohio.....	54,621
Amount taken by Government.....	5,508
	<hr/> 348,979

Showing a discrepancy of a few pounds, say 598. Kinsley swears to this taking of 12 bars as being in December, 1864, which was after the sale by sheriff.

There appears to be some misapprehension regarding Captain Woolfolk's affidavit, in this, that it seems to have been understood in the examination of this claim that Captain Woolfolk swore that this iron was taken to Cairo by his order and under his directions; but such is not the case. Captain Woolfolk simply says "that large amounts of iron were taken over by his order;" and so there was, but none of the iron used by Ennis & Holliday was so taken to Cairo, and that is the only iron here in question.

On the basis of the amount of iron as set forth by Mr. J. H. Deal in his affidavit, viz, 126 tons, the amount sold to Fox, Howard & Co. alone exceeds the amount Reardon & Garland bought of Deal, to say nothing of the 119 bars sent to Cincinnati and sold for the benefit of Reardon & Garland. But I am inclined to the belief that Mr. Deal's estimate was too low for 759 bars.

In regard to the affidavit of John C. White, of Cairo, I would simply say that Mr.

White acknowledged to me that he had been employed by Reardon & Garland to prepare the Cairo affidavits; hence it should be taken with a certain degree of allowance.

In summing up I would say to the propositions submitted in the Quartermaster-General's letter of April 18, 1874:

1. No amount exceeding 12 bars, or 5,508 pounds, of this lot was taken by the Government and not returned.

2. The iron in question was not taken to Cairo by any officer, agent, or employé of the Government, but by parties not in the service.

In the claim of Thomas Allen, I have the honor to report that I have taken great care and pains, and have, I think, exhausted every means at my command to arrive at a clear solution of the questions at issue.

In regard to the iron, spikes, chains, &c., taken by the Government and not returned, it is quite impossible for me to arrive with any degree of certainty at the exact amount. There is no doubt that a large amount was taken and never returned, but nothing like the amount claimed. H. J. Deal, Captain A. C. Woolfolk, and others testify to there being a large lot of new iron, chains, and spikes piled on the bank at Bird's Point, and that it, or the greater portion of it, was removed to Cairo by officers and agents of the Government. As to exactly how much there was, it is quite probable there is no person now living who can give any definite information. It is claimed that in this lot there was enough iron to lay four miles of track, as evidenced by the affidavits of H. J. Deal, J. H. Bethune, and Solomon G. Kitchen, but their affidavits, with the exception of Deal's, are but the result of supposition. Deal says he helped to count the iron, and was satisfied there was enough to lay four miles of track.

I have had personal interviews with Messrs. Deal and Bethune, and find that neither of them is very positive in his statements, but from all I can gather am inclined to fix this amount at about three miles.

In addition to the above lot, Messrs. George W. Kenrick and Benjamin F. Kenrick testify that there was one mile of iron which had been taken up out of the rack to prevent it from caving into the river; this iron, they testify, was also taken in the fall of 1863 by officers and soldiers and moved away from Bird's Point.

Capt. A. C. Woolfolk, late assistant quartermaster, testifies to there being quantities of iron piled up remote from the river-bank, in July and August, 1861; that from the 10th of September, 1862, until May, 1866, he was stationed at Cairo as captain and assistant quartermaster in charge of the depot; that by his direction a considerable amount of railroad-iron was brought over from the Cairo and Fulton Railroad for the use of the Government, but cannot now say how much; that when this iron was taken there was no person to whom he could have receipted, and that no receipts were given; that no vouchers were given for the iron or any detailed report or account thereof ever called for; that at first he did not invoice or bill this iron to any consignee, but that later in the time of using the same he undertook to make consignees of cars, &c., that were being shipped, and in the shipment of which this iron was used, responsible for same, but was unsuccessful.

I have in the claim of Messrs. Reardon & Garland established the fact that some two and a half or three miles of track was taken up and removed to Cairo by parties not in the employ of the Government.

The claim of Mr. Allen is based entirely on the statements of others, and not from any knowledge of his own or from the records of the Cairo and Fulton Railway Company.

Reviewing all the testimony in this part of the claim I am at loss to determine the amount of iron taken by the Government and not returned, but am not inclined to believe there was more than four miles in all, or say 320 tons iron, 5 tons chains, and 7 tons spikes. As for the charge for switches, frogs, &c., would say that there is no evidence presented which shows or gives reasons to believe that anything of this kind was removed by Government.

In the uses to which the iron taken by the Government was put, there was no need of switches and frogs, and, in the absence of any evidence to support the claimed taking of them, I would disallow the charge.

Mr. H. J. Deal, one of the principal witnesses, and who I suppose knew more of the transaction than any person now living, stated to me personally and in the presence of my agent, Thomas Bennett, that the iron taken up out of the track in 1863 was so done and removed to Cairo by persons not in the employ of the Government as stated in my report on the claim of Messrs. Reardon & Garland.

The charge for the engine is also wrong. The fact is the Cairo and Fulton Railway Company had but two engines, viz., the Sol. G. Kitchen and Abram Hunter. The Sol. G. Kitchen was removed by Mr. Allen to Saint Louis on a barge after he became the owner of the road, and is now running on the Saint Louis and Iron Mountain Railroad. The Abram Hunter was injured in some part of her machinery one day while being used by some officers of the Army, and was abandoned at a point a mile or two west of Charleston, at which place it remained until removed by the Saint Louis and Iron Mountain Railroad Company, and, as I am credibly informed and believe, is now standing on

## 36 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL.

a sidetrack at Fredericktown, Mo., on the Saint Louis and Iron Mountain Railroad. Both of these engines can be identified as the former property of the Cairo and Fulton Railway Company. The claim for an engine should therefore be disallowed.

Regarding the passenger-car claimed to have been taken away by the Government, I would say that this is a mistake. It will be observed that not a single witness testifies positively to any rolling-stock having been taken by the Government; and the fact is there was none so taken.

The facts as I have learned them in regard to the passenger-cars of the road are as follows, to wit:

There were but two: one, having been left too near the river-bank, caved into the river and was, I believe, never recovered. The other stood on the railroad-track west of Charleston for some years until removed into Charleston by some persons to me unknown, and by them occupied as a dwelling until taken possession of by the successors of the Cairo and Fulton Railway Company.

The flat and box cars of the road, it appears, were, as a rule, appropriated by one person and another and by them used until taken away by the Saint Louis and Iron Mountain Railway Company.

I take it, however, that it is not my province to trace up the property of the Cairo and Fulton Railway Company, as no evidence is produced showing that any rolling-stock was ever removed by the Government, but will say that the car which caved into the river was last used by the officers of the Army.

In conclusion, I wish to repeat that I do not see how any definite amount of material can be certified to, but would, if it is admissible, suggest that if Mr. Allen is willing to compromise his entire claim on the basis of, say—

320 tons iron, at \$100 per ton.....	\$32,000 00
5 tons chairs, at \$100 per ton.....	500 00
7 tons spikes, at \$100 per ton.....	700 00

it might be well to do so.

I fix the price at \$100 per ton from the affidavit of Mr. Thomas McKissock, whom I know to be well posted in matters of this kind.

Accompanying are the following additional papers in this case:

No. 1. Opinion of United States District Attorney.

No. 2. Affidavit of A. C. Woolfolk.

No. 3. Affidavit of B. F. Kenrick.

No. 4. Affidavit of John W. Lindsaur.

No. 5. Affidavit of George F. Kenrick.

No. 6. Affidavit of Joseph Courtney.

I am, very respectfully, your obedient servant,

E. B. GRIMES,

*Captain and Assistant Quartermaster.*

Brig. Gen. M. C. MEIGS,

*Quartermaster-General, U. S. A., Washington, D. C.*

*(Through chief quartermaster, Military Division Missouri, Chicago, Ill.)*

[Indorsement.]

HEADQUARTERS' MILITARY DIVISION OF THE MISSOURI,

OFFICE CHIEF QUARTERMASTER,

*Chicago, November 12, 1874.*

Respectfully forwarded.

Captain Grimes was directed to investigate these claims in accordance with the instructions of the Lieutenant-General commanding and the following clause in the letter from the Quartermaster-General to this office of April 18, 1874, viz:

"You are authorized, if you think it advisable, to ask of the Lieutenant-General commanding the Military Division of the Missouri to send some suitable officer to investigate and inquire into all matters connected with these claims. \* \* \*

D. H. RUCKER,

*Assistant Quartermaster-General,*

*Chief Quartermaster Military Division of the Missouri.*

### EXHIBIT H.

WAR DEPARTMENT, QUARTERMASTER-GENERAL'S OFFICE,

*Washington, D. C., October 22, 1873.*

SIR: You are respectfully informed that the claim in favor of C. W. Ware, of Todd County, Kentucky, for value of one mare, \$165, filed in this Office June 17, 1873, is not allowed.

## CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL. 37

The Quartermaster-General is unable to certify that he is convinced of the loyalty of the claimant, as required by law of July 4, 1864, before reporting the claim to the Third Auditor with recommendation for settlement.

By order of the Quartermaster-General.

Very respectfully, your obedient servant,

A. J. MCGONNIGLE,

Captain and Assistant Quartermaster, U. S. A.

F. S. SOWERS, Esq.,

Washington, D. C.

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WAR DEPARTMENT, QUARTERMASTER-GENERAL'S OFFICE,  
Washington, D. C., January 23, 1874.

COLONEL: The inclosed claim of C. A. Ware, a citizen of Todd County, Kentucky, for quartermaster's stores, stated at \$165, presented to this Office under the act of July 4, 1864, is herewith respectfully referred to you for re-investigation and report as to the justness of the claim and the loyalty of the claimant at the time the stores were taken and thenceforward until the end of the war. Claimant was reported disloyal by you July 10, 1873, since which time the accompanying additional evidence has been received, to which your attention is respectfully invited.

By order of the Quartermaster-General.

Very respectfully, your obedient servant,

M. I. LUDINGTON,

Quartermaster, United States Army.

Lieut. Col. JAMES A. EKin,

Chief Quartermaster, Louisville, Ky.

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*Case of C. W. Ware, Todd County, Kentucky, for one sorrel mare, \$165, alleged to have been taken December 6, 1864, by Lieut. S. M. West, acting assistant quartermaster, per Lieut. J. W. Watson, for which a receipt was given.*

### LOYALTY.

The subscribing witnesses swear to claimant's loyalty, and Thomas McGuire, postmaster at Trenton, Todd County, Kentucky, certifies to same.

December 6, 1873, H. G. Petril swears that he has been intimately acquainted with claimant for twenty years past; that every male citizen in the county was required to take the oath of allegiance as early as 1863; though he did not see claimant take the oath, he is as satisfied that he did take it as if he had witnessed it. Said Ware was classed as a southern sympathizer at the breaking out of the war; but he is an upright, honorable man, and kept his oath with scrupulous care.

December 26, 1873, claimant swears that he took the oath of allegiance in May, 1863, and has never in any way violated the same. He further swears, June 18, 1875, that in the spring or summer of 1862 he subscribed to the oath of allegiance at Bowling Green, Ky., and carried it for a long time in his pocket until it was nearly worn out, and has since mislaid it and cannot find it.

June 18, 1875, G. E. Garth states he has known claimant for many years, and never knew of his committing any disloyal act.

June 18, 1875, J. S. Dickinson states he has been well acquainted with claimant for twenty-three years, and believes he was loyal during the war.

June 23, 1875, the investigating agent says the claimant was loyal at the time the mare was taken, and thenceforward to the end of the war.

October 22, 1875, Colonel Ekin says, "I believe claimant was loyal."

### DISLOYALTY.

October 15, 1873, Colonel Ekin reported C. W. Ware, of Todd County, Kentucky, was not loyal to the United States during the war.

The evidence as to the taking of the mare consists in sworn application of claimant, dated June 7, 1873, testifying to the correctness of the claim, which is supported by the receipt attached and affidavit of two subscribing witnesses, J. S. Dickinson and G. E. Garth, citizens of Todd County, Kentucky, who swear that they knew the mare well and saw her in the service, and know she was worth more than the price charged. The following is copy of receipt referred to:

"I certify on honor that, in accordance with General Order No. 5, of December 3 1864, from headquarters cavalry corps, Military Division of the Mississippi, I have taken

### 38 CLAIMS PASSED UPON BY ACTING QUARTERMASTER-GENERAL

from C. W. Ware, at Todd County, State of Kentucky, one sorrel mare, and that said mare was in serviceable condition, fit for cavalry purposes, valued at \$165.

"S. M. WEST,  
Lieutenant Fifth Iowa Cavalry, A. A. Q. M., Commanding Detail.

"Per Lieut. J. W. WATSON.

"Place: Near Trenton, Ky.

"Date: December 6, 1864."

The citizenship of claimant is certified to by H. S. Perkins, clerk of the county court of Todd County, Kentucky.

The following statements of G. E. Garth and J. S. Dickinson were obtained by Jonas Drury, the investigating agent, and filed as part of his report:

G. E. Garth states that during the war he resided about one and a half miles from claimant. He knew the mare for which payment is claimed; she was a good sound animal, and in serviceable condition when taken. He got a receipt the same day claimant did for a horse taken by the same party on the same day, and has been paid for his horse long ago.

J. S. Dickinson states that he knew the mare for which Mr. Ware has filed a claim, and knows he had owned her some three years previous to the time when she was taken.

Agent Drury reports that he has made a thorough investigation as to the justice of the claim, &c.; that claimant was the owner of the mare; that she was taken by the proper officer, and that the price is reasonable.

Colonel Ekin remarks, October 22, 1875: "In my judgment, the value of the animal as stated is too high. It is respectfully recommended claimant be allowed and paid for his mare the sum of one hundred and forty (\$140) dollars in full satisfaction of this claim."

In answer to request of October 28, 1875, the Second Auditor reports, November 17, 1875, that the signature of Lieut. J. W. Watson, Fifth Iowa Cavalry, to memorandum receipt may be considered genuine.

November 22, 1875, the Third Auditor reports, in answer to request of October 23, 1875, that Lieut. S. M. West, regimental quartermaster, Fifth Iowa Cavalry, does not account for any property as purchased from C. W. Ware in December, 1864.

RED CLOUD AND WHETSTONE AGENCIES.

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LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

*An estimate of an appropriation to subsist the Sioux Indians at Red Cloud and Whetstone agencies, &c.*

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JANUARY 12, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

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DEPARTMENT OF THE INTERIOR,  
Washington, January 10, 1876.

SIR: I have the honor to transmit herewith a copy of a communication, dated the 6th instant, from the Commissioner of Indian Affairs—together with the copies of correspondence therein noted—upon the subject of the subsistence of the Sioux Indians at Red Cloud and Whetstone agencies, and estimates of appropriation stated.

The Commissioner states, that owing to the fact that extraordinary issues were required to subsist the numerous bands of Sioux, called together at the Red Cloud agency in the conference held at that point by the late commission to treat for the cession of the Black Hills, and to other circumstances stated, the supplies have become nearly exhausted, and that the flour, corn, and beef furnished for Red Cloud agency will be expended by the 10th proximo, the bacon by the 10th of March next, and the sugar and coffee by the 1st of April.

Upon consideration, I have deemed it expedient to suggest that the subsistence called for be reduced as follows, viz: that the item of flour be changed to corn, making a difference of \$2,070, and that the items of sugar and coffee be entirely omitted, making a further reduction of \$9,386, and a total difference of \$11,456 in the amount of the estimate.

An estimate of appropriation is herewith submitted—amounting to \$225,000—for the purpose mentioned; and, with the modification before suggested, the subject is respectfully recommended to the favorable consideration of Congress.

Very respectfully, your obedient servant,

Z. CHANDLER,  
Secretary.

The SPEAKER,  
House of Representatives.

*Estimate of appropriations required to subsist Sioux Indians, and to pay for the transportation of Indian supplies for same Indians.*

For this amount to supply the Sioux Indians with necessary subsistence until June 30, 1876.....	\$150,000 00
For this amount to pay for transportation of Sioux Indian supplies, to be transported under existing contracts, and for such supplies as may be purchased during the remainder of the present fiscal year.....	75,000 00
	<hr/> 225,000 00

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., January 6, 1876.

SIR: I have the honor to transmit, herewith, a copy of a letter from James S. Hastings, United States Indian agent at the Red Cloud agency, Nebraska, in which, under date of December 14, 1875, he states that the supplies of flour, corn, and beef, heretofore and yet to be furnished for the use of his agency, under existing contracts, will be exhausted by February 10th, of bacon by March 10th, and of coffee and sugar by April 1st.

In reply to his communication from the agent, he was directed, under date of the 29th ultimo, to reduce his issues of supplies to the lowest practicable point. I forward a copy of my letter so instructing him. That Agent Hastings will be able, however, to so reduce his weekly ration as to avoid the necessity for further purchases, I do not believe; and the temper and numbers of the Indians under his charge seem, in my opinion, to justify a full statement of the facts, to be laid by you, if thought advisable, before Congress at an early day.

Agent Hastings explains this deficiency as, in part, caused by the issue of supplies to the large number of Indians visiting the agency in September last, during the negotiations for the purchase of the Black Hills, a contingency not anticipated when the estimates for the year were under consideration.

In further explanation of this deficiency, I have the honor to state that the amount appropriated for the subsistence of these Indians in 1874, and for some years prior thereto, was \$1,314,000. For the last and the present fiscal years, the appropriation for this purpose was \$1,100,000, though an additional appropriation of \$120,000 for the last fiscal year was made by the act of March 3, 1875.

Moreover, in 1874, Congress appropriated \$100,000 for the subsistence of the Northern Cheyennes and Arapahoes (over 3,500 in number) at the Red Cloud agency, which amount was reduced in 1875 to \$45,000, while for the present year no appropriation whatever was made, and these Indians have been subsisted from the funds appropriated for the Sioux.

After a careful consideration of all the facts, I do not see how the amount required to feed these Indians during the remainder of the present fiscal year can be placed at less than \$150,000. My estimate is based upon the best obtainable data as to the number of Indians at the Red Cloud agency, (which number is now understood to be nearly 13,000,) and has been made with an earnest desire to reduce the heavy expenses for these Indians to the lowest practicable point.

For the further information of yourself and of Congress, I submit herewith tabular statements, showing, in detail, the estimated amount of supplies required for the present fiscal year at each of the Sioux agencies; the amount contracted for; the amount delivered under existing contracts, so far as can be ascertained from the returns in this

Office; the amount required to pay for provisions yet to be delivered under existing contracts, and the balance of the appropriation of \$1,100,000 yet unexpended. From this statement, the sum required to meet existing engagements is shown to be \$326,187.30, while the balance of the appropriation is \$317,851.65, leaving to be provided by further legislation the sum of \$8,335.75.

In this connection, I venture to call your attention to the condition of the fund for the transportation of supplies for these Indians. The amount appropriated for this purpose for the fiscal year ending June 30, 1874, was \$150,000, which amount was reduced by Congress to \$75,000 for 1875, and also for the present year.

By the act of March 3, 1875, Congress increased this amount by a deficiency appropriation of \$75,000, leaving, however, the appropriation for the present fiscal year at \$75,000, only one-half of what had heretofore been found necessary. Of this appropriation of \$75,000, \$69,050.20 has already been expended, while many of the vouchers for transportation during the year have not been presented, and, indeed, a large part of the service contracted for, and necessary, is yet to be performed.

The additional amount required to meet existing contracts for transportation, and to provide for the transportation of the further supplies needed, and hereinbefore called for, will not be less than \$75,000.

In this connection I beg leave to suggest that, in my view, this appropriation should be made applicable to both the Red Cloud and Spotted Tail agencies, so that this Office might utilize the supplies now at Spotted Tail agency out of the supplies herein called for.

In conclusion, I have the honor to request that this matter be laid before Congress at an early day, with such favorable recommendations from the Department as you may be disposed to give.

An estimate of appropriation, as above stated, is herewith inclosed.

Very respectfully, your obedient servant,

J. Q. SMITH,  
*Commissioner.*

The Hon. SECRETARY OF THE INTERIOR.

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RED CLOUD AGENCY, NEB.,  
December 14, 1875.

Sir: I would respectfully inform the Department that the supplies on hand, and to arrive, will be insufficient to meet the demand for the time for which they were intended. Allowing the issue to be made at the minimum, except in the item of beef, the supplies will have been consumed as follows: Flour, corn, and beef, by February 10, bacon by March 10, coffee and sugar by April 1.

As I understand it, the principal cause of the deficiency is attributable to the issue of supplies to a large number of visiting Indians, who attended the council held here in September last.

In order to successfully carry out the wishes of the Department, and to prevent suffering among the Indians, which must necessarily occur if more food is not supplied, more especially in the item of beef, I urgently request that action be taken in the premises with as little delay as possible.

The additional amount required is as follows: Beef, 4,000,000 pounds; bacon, 80,000 pounds; flour, 200,000 pounds; corn, 200,000 pounds; coffee, 20,000 pounds; sugar, 33,000 pounds.

Very respectfully, your obedient servant,

JAS. S. HASTINGS,  
*United States Indian Agent.*

Hon. COMMISSIONER OF INDIAN AFFAIRS,  
*Washington, D. C.*



## RED CLOUD AND WHETSTONE AGENCIES.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., December 29, 1875.*

SIR: I am in receipt of your letter of the 14th instant, reporting that there is not a sufficient quantity of supplies on hand to last until the close of the present fiscal year, and desiring to be furnished with an additional quantity.

In reply, I have to call your attention to section 6, page 34, of the present appropriation bill, which provides that the supplies shall be distributed to the Indians so as to last during the entire year, and to state that owing to the limited amount of funds at the disposal of the Department applicable to the purchase of supplies for the Indians at your agency, no additional purchases can be made unless Congress shall make a special appropriation for that purpose.

Owing to these facts, I have to direct that you use every effort within your power to reduce the issues of the Red Cloud agency to the lowest practicable point, in order that the supplies now on hand and to be delivered at your agency may last, if possible, to the close of the fiscal year, reporting your progress in the matter to this Office in full.

Very respectfully, your obedient servant,

J. Q. SMITH,  
*Commissioner*

JAS. S. HASTINGS,  
*United States Indian Agent, Red Cloud Agency, Nebraska.*

Statement showing number of Sioux Indians, by agencies, with quantities of supplies they would be entitled to according to established ration; also the quantities contracted for.

Kind of supplies.	Fornes agency, 734 Indians.		Santee, 800 Indians.		Yankton, 2,000 Indians.		Red Cloud, 9,136 Indians.		Northern Cheyennes at Red Cloud, 2,172 Indians.	
	Entitled to—	Contracted for—	Entitled to—	Contracted for—	Entitled to—	Contracted for—	Entitled to—	Contracted for—	Entitled to—	Contracted for—
Beef .....	Pounds. 668,024	Pounds. 300,000	Pounds. 760,800	Pounds. 400,000	Pounds. 1,992,000	Pounds. 1,500,000	Pounds. 8,682,536	Pounds. 9,000,000	Pounds. 2,065,572	Pounds. .....
Bacon .....	35,523	Pork 10,000	38,400	.....	96,000	{ Pork 25,000 } { Bacon 25,000 }	438,598	900,000	101,756	.....
Flour .....	967,910	50,000	993,000	Wheat 300,000	730,000	Wheat 180,000	3,324,640	500,000	793,780	.....
Corn .....	66,917 2	50,000	73,000	.....	192,500	.....	823,680	500,000	198,195	.....
Coffee .....	10,716 2.5	5,053	11,680	.....	59,900	11,959	133,385 3.5	150,044	31,711 1.5	.....
Sugar .....	21,433 4.5	10,043	23,360	12,008	56,400	23,960	966,771 1.5	74,612	62,422 2.5	.....
Arapahoes at Red Cloud agency, 1,565.										
Kind of supplies.	Spotted Tail, 9,610 Indians.		Grow Creek, 3,000 Indians.		Cheyenne River, 7,566 Indians.		Standing Rock, 7,322 Indians.		Arapahoes at Red Cloud agency, 1,565.	
	Entitled to—	Contracted for—	Entitled to—	Contracted for—	Entitled to—	Contracted for—	Entitled to—	Contracted for—	Entitled to—	Contracted for—
Beef .....	Pounds. 9,139,110	Pounds. 8,000,000	Pounds. 2,853,000	Pounds. 1,800,000	Pounds. 7,214,266	Pounds. 5,000,000	Pounds. 6,983,222	Pounds. 6,500,000	Pounds. 1,463,315	Pounds. .....
Bacon .....	461,280	150,000	144,000	{ Pork 37,000 } { Bacon 37,000 }	364,128	{ Pork 50,000 } { Bacon 75,000 }	351,456	75,120	.....	.....
Flour .....	3,507,650	400,000	1,095,000	250,000	2,768,890	350,000	2,673,530	350,000	571,225	.....
Corn .....	876,912	300,000	973,750	30,000	2,692,222	400,000	668,132	450,000	142,806	.....
Coffee .....	59,877	43,800	43,800	18,074	110,755	36,127	106,901	38,740	52,849	.....
Sugar .....	280,612	120,064	87,600	36,061	521,511	72,004	213,892	60,052	45,698	.....

NOTE.—A ration consists of 3 pounds gross beef; 1 pound of bacon four times a month, in lieu of beef; 1 pound of flour;  $\frac{1}{2}$  pound of corn; 4 pounds of coffee per 100 rations; 8 pounds of sugar per 100 rations.

## RED CLOUD AND WHETSTONE AGENCIES.

Statement showing the kind, quantity, and cost of supplies furnished and paid for from the appropriation for the subsistence of the Sioux Indians from July 1, 1875, to January 5, 1876.

Kind of supplies.	Santee agency.		Ponca agency.		Red Cloud agency.		Spotted Tail agency.	
	Quantity.	Cost.	Quantity.	Cost.	Quantity.	Cost.	Quantity.	Cost.
	<i>Pounds.</i>		<i>Pounds.</i>		<i>Pounds.</i>		<i>Pounds.</i>	
Bacon .....					210, 105	\$31, 305 63	156, 444	\$23, 310 16
Pork .....	12, 000	\$1, 498 20	10, 000	\$1, 248 50				
Flour .....			50, 000	1, 485 00	520, 100	15, 622 65	200, 000	5, 058 30
Corn .....			50, 486	1, 009 72	224, 456	7, 620 19	240, 489	5, 050 26
Beef .....	307, 524	9, 059 46	252, 760	6, 230 53	7, 559, 074	186, 331 14	3, 659, 962	90, 168 73
Salt .....	3, 120	34 30	1, 960	17 15	27, 440	240 10	10, 060	98 20
Wheat .....	300, 797	4, 110 28						
Sugar .....	12, 008	1, 067 51	10, 043	892 82	150, 044	13, 416 93	120, 064	10, 733 72
Coffee .....	5, 948	1, 282 59	5, 058	1, 090 64	74, 612	16, 087 83	59, 877	12, 913 21
Tea .....					6, 000	1, 800 00		

Kind of supplies.	Standing Rock agency.		Cheyenne River agency.		Crow Creek agency.		Yankton agency.	
	Quantity.	Cost.	Quantity.	Cost.	Quantity.	Cost.	Quantity.	Cost.
	<i>Pounds.</i>		<i>Pounds.</i>		<i>Pounds.</i>		<i>Pounds.</i>	
Bacon .....	74, 684	\$10, 784 37	76, 779	\$11, 086 87	36, 892	\$5, 317 10	25, 227	\$3, 642 78
Pork .....			50, 000	6, 242 50	37, 000	4, 619 45	25, 000	3, 121 25
Flour .....	350, 032	10, 395 95	350, 000	10, 395 00	250, 900	7, 451 73		
Corn .....	454, 570	9, 091 44	402, 395	8, 047 93	300, 007	6, 000 14	205, 851	4, 117 02
Beef .....	2, 468, 752	60, 854 74	3, 750, 638	92, 453 22	409, 135	10, 035 18	1, 492, 957	36, 801 39
Salt .....	5, 880	51 45	3, 080	26 95			1, 960	17 15
Wheat .....							196, 915	3, 019 37
Sugar .....	80, 052	7, 107 85	72, 004	6, 401 16	36, 011	3, 207 60	23, 960	2, 130 04
Coffee .....	39 '740	8, 568 94	36, 127	7, 789 84	18, 074	3, 897 16	11, 959	2, 578 64
Tea .....								

Total cost of bacon .....	\$185, 446 91
Total cost of pork .....	16, 729 90
Total cost of flour .....	50, 408 63
Total cost of corn .....	41, 136 70
Total cost of beef .....	491, 984 39
Total cost of salt .....	475 30
Total cost of wheat .....	7, 130 25
Total cost of sugar .....	44, 957 73
Total cost of coffee .....	54, 208 85
Total cost of tea .....	1, 800 00
Cost of inspecting sugar and coffee .....	31 47
Cost of advertising for supplies .....	4, 121 40
Total cost of supplies .....	798, 431 60
Balance on hand .....	301, 568 40
Amount appropriated .....	1, 100, 000 00

Statement showing quantity and cost of supplies yet to be furnished under contracts for Sioux Indians.

Kind of supplies.	Agency.	Quantity contracted for.	Quantity delivered.	Still due.	Cost of the latter.
		<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	
Corn .....	Red Cloud .....	500, 000	224, 456	275, 544	\$9, 643 04
Flour .....	Spotted Tail .....	200, 000	None .....	200, 000	5, 400 00
Corn .....	do .....	300, 000	240, 489	59, 511	1, 249 73
Wheat .....	Yankton .....	180, 000	136, 708	43, 292	663 32
Beef .....	Santee .....	400, 000	367, 524	32, 476	
Do .....	Yankton .....	1, 500, 000	1, 492, 957	7, 043	
Do .....	Spotted Tail .....	8, 000, 000	3, 659, 962	4, 340, 038	
Do .....	Crow Creek .....	1, 800, 000	409, 135	1, 390, 865	
Do .....	Cheyenne River .....	5, 000, 000	3, 750, 638	1, 249, 362	309, 091 22
Do .....	Standing Rock .....	6, 500, 000	2, 468, 752	4, 031, 248	
Do .....	Red Cloud .....	9, 000, 000	7, 559, 074	1, 440, 926	
Do .....	Ponca .....	300, 000	252, 760	47, 240	
Amount required to make payment .....					326, 047 31

## RED CLOUD AND WHETSTONE AGENCIES.

7

*Statement of funds at the disposal of Interior Department applicable to payment of supplies for Sioux Indians.*

Sioux subsistence fund .....	\$301,568 40	
Northern Cheyenne and Arapahoe fund .....	16,283 25	
	<hr/>	\$317,851 65

*Statement of transportation fund.*

Amount appropriated .....	75,000 00	
Amount expended .....	69,050 20	
	<hr/>	
Balance on hand .....	5,949 80	
Balance of clothing fund applicable to transportation of same	10,241 85	
	<hr/>	16,191 65
Estimated amount of funds required to complete the transportation of Indian supplies up to the close of the present fiscal year .....		75,000 00

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CHARLES HOWE.

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L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

*A report on the private land-claim of Charles Howe's legal representatives,  
Gainesville, Fla.*

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JANUARY 12, 1876.—Referred to the Committee on Private Land-Claims and ordered  
to be printed.

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DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., January 6, 1876.*

SIR: Pursuant to the requirement of the fourth section of the act approved June 22, 1860, (12 Stat., 85,) I have the honor to transmit herewith the report of the register and receiver of the land-office at Gainesville, Fla., acting as commissioners under said act, on the private land-claim of the legal representatives of Charles Howe, deceased, together with letter of the Commissioner of the General Land-Office, of the 28th ultimo, approving said report.

I am, sir, very respectfully, your obedient servant,

Z. CHANDLER,  
*Secretary.*

Hon. M. C. KERR,  
*Speaker of the House of Representatives.*

*Report of the opinion of the register and receiver of the land-office at Gainesville, Fla. under the act of Congress of the 22d of June, 1860, revived by act of Congress of March 2, 1867, as extended and amended by act of June 10, 1872.*

Number of claim.	Name of claimant.	Derivation of title.	Possession and cultivation.	Date of filing.	Description.
4	E. C. Howe and others, heirs and legal representative of Charles Howe, late of the city of Key West, State of Florida, deceased.	1st. Spanish concession to Francisco Ferreira, certified copy dated June 3, 1814. 2d. Certified copy of the United States commissioner's recommendation of the said concession for confirmation. 3d. Deed of Francisco Ferreira to Isaac N. Cox. 4th. Deed of said Cox to Charles Howe. 5th. Deed of Josepha Escanapoly, the widow of Francisco Ferreira, to Charles Howe.	Possession from the 8th day of December, 1827, to the present time.	Dec. 1, 1874	Key, Boca or Varona and the small islands of adjacent, viz: Boat Key, Viper Key, Duck Key, and Knight's Key, embracing, according to the United States survey approved by the survey-general of Florida June 25, 1874, the following fractional subdivisions, viz: Fractional township 66 south of range 32 east, containing 1,873.05 acres; fractional township 66 south, range 33 east, containing 684.11 acres; fractional township 65 south, range 33 east, 1,121.29 acres; fractional township 65 south, range 34 east, 464.70 acres; total, 4,144.15 acres.

The claimant offered in evidence the following papers, viz: First, notice or petition of claimant; second, sworn statement; third, abstract of title; fourth, petition of Francisco Ferreira to his excellency Governor Kindelan; fifth, certified copy of said governor's decree of concession; sixth, certified copy of the decree of the United States commissioner and recommendation to Congress for confirmation of the claim; seventh, deed of Francisco Ferreira to Isaac N. Cox; eighth, deed of Isaac N. Cox to Charles Howe; ninth, deed from Josepha Estafanopoly to Charles Howe. By reference to American State Papers, volume 4, page 261, and volume 5, page 421, we find that this claim was recommended for confirmation by the commissioners appointed to ascertain claims and titles to land in East Florida.

Certified copies of all papers pertaining to this claim are respectfully forwarded herewith, marked "A," "B," "C," "D," and "E."

We, the register and receiver, after a careful examination of the papers produced, are of the opinion that the grant to Francisco Ferreira is valid, and that the chain of title from said Ferreira to the heirs of Charles Howe is complete, and that the claim should be confirmed.

J. A. LEE, *Register*.

S. F. HALLIDAY, *Receiver*.

We, the register and receiver, do hereby certify that the foregoing is a true transcript from our records in the case of claim of the heirs of Charles Howe: the evidence of claim, abstract of title, plat of survey, sworn statement, and all other documents and papers filed and of record in said case, together with our decision thereon.

J. A. LEE, *Register*.

S. F. HALLIDAY, *Receiver*.

*Abstract of documents of confirmed claims in East Florida not embraced in the report submitted to Congress.*

Present claimant.	Original grantee.	Quantity.	Grant or cession.	
			By whom made.	Date.
Francisco Ferreira.....	Francisco Ferreira.....	Key Bacas, four small islands.	Kindelan ...	Jan. 5, 1814

WASHINGTON, D. C., *December 31, 1874.*

REGISTER AND RECEIVER, *Gainesville, Fla. :*

GENTLEMEN: I am in receipt of your letter of the 9th instant, relative to the claim of the heirs of Charles Howe, requesting that certain evidence referred to in the report of Downing and Allen, No. 15 American State Papers, volume 5, page 421, relating to the claim of Francis Ferreira to Key Bacas, in East Florida, as being on file in this Office, be returned to you, and in reply have to state that the evidence referred to is not found upon the files of this Office, but from a letter to the register and receiver, at Saint Augustine, dated 21st September, 1827, a copy of which is herewith inclosed, it appears that the documents referred to were returned to that office.

Very respectfully,

S. S. BURDETT,  
*Commissioner.*



## No. 1.

*To the Register of the Land Office, Gainesville, Fla. :*

The petition of the undersigned respectfully represents: That he is the executor of the last will and testament, and one of the heirs and legal representatives of Charles Howe, late of the city of Key West, State of Florida, deceased.

That the said Charles Howe in his life-time, to wit, on the 8th day of December, A. D. 1827, became possessed of certain real estate in the State of Florida aforesaid, by virtue of a deed of indenture, executed upon that date and duly recorded in the proper office in the aforesaid State of Florida, as per abstract annexed; that the title to said property, as shown by said abstract and the records therein referred to, descended directly from Francis Farreira, to whom it was granted, in consideration of great losses which he had suffered, "by Governor Kindelan, January 5, A. D. 1814; that said real estate named in said grant as the key named Bacas, and the small islands adjacent," was taken in possession of the said Charles Howe soon after he had acquired the aforesaid title thereto, and was retained in possession by him for more than twenty years, or until the year , during which time he was a resident of the State of Florida.

That the claim of said Francis Farreira was recognized and recommended to Congress for confirmation March 4, A. D. 1836, (see book H, page 250;) that it has recently become known that the title to said land was never confirmed, and this application is therefore made to have the title of Francis Farreira to Key Bacas confirmed under the acts of Congress of June 22, 1860, as extended by the acts of March 2, 1867, and of June 10, 1872.

E. C. HOWE.

STATE OF FLORIDA,

*County of Monroe :*

Personally appeared before me Edward C. Howe, above-named deponent, who, being duly sworn according to law, declared the above statement of facts to be true and correct to the best of his knowledge and belief. Also appeared Wm. Curry and John Sitcher, citizens of the State of Florida, who, being duly sworn, say they were acquainted with Charles Howe for thirty-five years, and know him to be the father of E. C. Howe, and that they believe the above statement to be true.

[NOTARIAL SEAL.]

E. O. GWYNN,  
Notary Public.

WM. CURRY.

JOHN SITCHER.

## No. 2.

*Sworn statement.*

STATE OF FLORIDA,

*Monroe County :*

Personally appeared before me, John T. Baker, clerk of the circuit court of said county, E. C. Howe, who, being duly sworn, on his oath deposed and said that the land claimed by him as executor of the last will and testament of Charles Howe, and as one of the heirs of said Howe, as described by him in his petition filed in the United States

land-office, on the 1st of December, 1874, is described by the United States surveys of said lands (plats of which are now on file in the United States land-office at Gainesville, Fla.) as fractional township 66 south, of township 32 east, containing 1,874.05 acres; fractional township 66 south, of range 33 east, containing 684.11 acres; fractional township 65 south, of range 33 east, containing 1,121.29 acres; and fractional township 65 south, of range 34 east, containing 464.30 acres. Total, 4,144.15 acres.

E. C. HOWE.

Sworn to and subscribed before me this May 17, 1875.

JOHN T. BARKER,  
Clerk Circuit Court.

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No. 3.

*Abstract of title for the register and receiver of the land-office of the United States at Gainesville, Fla.*

Abstract of title of the heirs of Charles Howe, late of Monroe County, Fla., deceased, to the islands or keys known as Key Vacas, Boat Key, Viper Key, Duck Key, and Knight Key, situated among the Florida Keys.

1st. The certified copy of the concession of Governor Kindelan to Francisco Ferreira of said islands, dated January 5, 1814, the original of the same not to be found among the papers of the said land-office, marked "A."

2d. The certified copy of the United States commissioners' recommendation of the said concession for confirmation, marked "B." The original of the same not to be found in the said land-office.

3d. The deed of Francisco Ferreira to Isaac N. Cox of said islands, marked "C."

4th. The deed of Isaac N. Cox to Charles Howe of said islands, marked "D."

5th. The deed of Josepha Estafanopoly, the widow of Francisco Ferreira, to Charles Howe, marked "E."

6th. The American State Papers, volume 5, page 421, No. 13, showing that the title of Francisco Ferreira was recommended for confirmation.

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No. 4.

A.

[Translation.]

*To his excellency the Governor :*

Don Francisco Ferreyra, of this city, to your excellency respectfully sheweth : That he is desirous of dedicating himself to the cultivation of the land, and, with some slaves he owns, establish himself on some place that may be advantageous, whenever he can collect funds for the purpose of obtaining hands ; and as the services he has rendered, and is still rendering, to the country with his person and property, and the great losses he has suffered during the revolution of this province, are well known to your excellency, he therefore prays that you will be pleased to grant him in absolute property a key situated among those called the Florida Keys, and is known by the name of Key Bacas, and four small islands which are situated in the vicinity thereof, that he

may, when he collects sufficient funds, proceed to form his establishment thereon; which may, at the same time, be very useful for those who have the misfortune of being shipwrecked near said place—a favor he hopes to obtain from the goodness of your excellency.

Saint Augustine, January 4, 1814.

FRANÇO FERREIRA.

No. 5.

SAINT AUGUSTINE, *January 5, 1814.*

As the services rendered by the petitioner are well known, and in consideration of the great losses which he has suffered by the revolution which took place in the year 1812, let there be granted to him in absolute property the Key Bacas and the small island adjacent, without injury to a third person.

KINDELAN.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a correct translation and true copy of the original in the Spanish language now on file in my office, to which it was transferred according to law by the register and receiver of the land-office, while acting as land-commissioners, as part of the papers relative to private land-claims in East Florida aforesaid.

Witness my hand and seal of office, at the city of Saint Augustine, Territory of Florida, this twenty-fourth day of March, A. D. one thousand eight hundred and thirty-six.

[SEAL.]

ANTONIO ALVAREZ, *K. P. A.*

No. 6.

B.—*Decree.*

<p>FRANCIS FERREIRA <i>vs.</i> THE UNITED STATES.</p>	}	<p>Claim to an island called Key Bacas and four small islands adjacent.</p>
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In this case the claimant produced a concession made to him by Governor Kindelan for the island set out in this memorial, dated January 5, 1814, the quantity undefined.

The board not being authorized to decide finally on claims of this nature, but conceiving that the claimant has made out an equitable title for the lands which he claims, it is therefore recommended to Congress for confirmation.

JUNE 19.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct extract from the registry of claims kept by the board of land-commissioners, (book A, page 250,) now on file in my office, according to law.

Witness my hand and seal of office, at the city of Saint Augustine, Territory of Florida, the twenty-fourth day of March, A. D. one thousand eight hundred and thirty-six.

ANTONIO ALVAREZ, *K. P. A.*

No. 7.

C.

FRANCISCO FARREIRA }  
                           to  
 ISAAC N. COX. }

TERRITORY OF FLORIDA,  
*County of St. John's:*

Know all men by these presents that I, Francis Farreira, of the city of St. Augustine, gentleman, for and in consideration of the sum of three thousand dollars, lawful money of the United States, to me in hand paid by Isaac N. Cox, of said city, attorney at law, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred, and delivered, and by these presents do grant, bargain, sell, transfer, and deliver, unto the said Isaac N. Cox, his heirs and assigns, forever, all that tract, piece, parcel or parcels of land, island or islands, lying and being in the Territory of East Florida, and known by the name of Key Bacas, or Key Vacas, with the smaller keys adjacent thereto called Boat Key, Viper Key, and Knight Key, being among those called the Florida Keys, on the coast of East Florida, and containing, by estimation, two thousand acres, the same being more or less, which said keys or islands were granted to the said Francis Farreira by the Spanish government on the fifth day of Jan'y, 1814, as appears by said grant on file in the office of the land-commissioners, and was also recommended for confirmation by said commissioners on the 19th June, 1824, together with all and singular the edifices, buildings, rights, members, hereditaments, appurtenances to the same belonging, or in any wise appertaining, and all the estate, right, title, interest, property, claim, and demand whatsoever of the said Francis Farreira of, in, or to the same, and the reversion and reversions, remainder and remainders thereof, to have and to hold the said premises hereby granted and released, with the rights, members, hereditaments, and appurtenances thereto belonging, and every part and parcel thereof, unto the said Isaac N. Cox, his heirs and assigns, to their only proper use and behoof of the said Isaac N. Cox, his heirs and assigns, forever. And I, the said Francis Farreira, for myself and for my heirs, the said bargained premises and property unto the said Isaac N. Cox, his heirs, executors, administrators, and assigns, from and against all persons claiming by, through, or under me, shall and will warrant and forever defend by these presents. In witness whereof I have set my hand and affixed my seal, this fourth day of September, in the year of our Lord one thousand eight hundred and twenty-four.

FRANCISCO FARRIERA.

Signed, sealed, and delivered in presence of—

JAMES HUGHES.

MILL REYNOLDS.

TERRITORY OF FLORIDA,  
*County of Saint John's, ss :*

On the this 6th day of September, 1824, came before me, the subscribed, clerk of the county court for the Territory aforesaid, James Hughes, and made oath that Francis Farreira signed, sealed, and acknowledged the within instrument of writing in his presence to be his act and deed for the purposes therein mentioned.

Whereupon I have recorded the same. Witness my hand the date aforesaid.

JAMES S. TINGLE, *Clerk*

## STATE OF FLORIDA,

*Saint John's County, ss :*

I, J. D. Stansbury, clerk of the circuit court in and for said county, do hereby certify that the foregoing is a true copy of a certain instrument recorded in my office in Book E, pages 121 and 122, records of Saint John's County, Fla.

In testimony whereof I have hereunto set my hand and affixed my official seal of office, this the 16th day of December, A. D. 1874.

[SEAL.]

J. D. STANSBURY,

*Clerk of the Circuit Court in and for the County of Saint John's, Fla.*

No. 8.

D.

## TERRITORY OF FLORIDA :

This indenture, made the eighth day of December, in the year of our Lord one thousand eight hundred and twenty-seven, between Isaac N. Cox, of the city of St. Augustine, in the Territory aforesaid, of the first part, and Charles Howe, of the city of Charleston, in the State of South Carolina, of the second part, witnesseth: That the said Isaac N. Cox, for and in consideration of the sum of one thousand five hundred dollars to him in hand well and truly paid by the said Charles Howe, at or immediately before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, delivered, remised, released, aliened, and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, and confirm, unto the said Charles Howe, his heirs and assigns, forever, all those five certain islands or keys situate, lying, and being on the coast of East Florida, and in the county of Monroe, in the Territory of Florida aforesaid, which said keys have been known and designated by the names of Key Bacas, or Key Vacas, Boat Key, Viper Key, Duck Key, and Knight Key, but which, on and in the neighborhood of the said keys, are now known and called by the names of Key Vacas, Long-point Key, Grassy Key, Duck Key, and Knight Key, the said islands or keys lying and being contiguous to each other and in a range in the order in which they are last above named, they being the same islands or keys which were granted to one Francisco Farreira by the Spanish government by grant bearing date on or about the fifth day of Jan'y, one thousand eight hundred and fourteen, and the claim of whom was recommended by the late board of commissioners for adjusting claims and titles to lands in East Florida, on or about the nineteenth day of June, one thousand eight hundred and twenty-four, for confirmation by Congress, as by a reference to the said original grant and proceedings on file in the office of the register and receiver of public lands in East Florida may more fully and at large appear, and which said islands or keys were afterwards, in the life-time of the said Francisco Farreira, conveyed by him, the said Francisco Farreira, to the said Isaac N. Cox, in fee-simple absolute, as will more fully and at large appear by a reference to the records of the original conveyance thereof in the office of the clerk of the county court of the county of St. John's; and, also, all and singular, the buildings, houses, edifices, rights, members, hereditaments, privileges, and appurtenances on or to the said islands or keys belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profit of the

said premises, and of every part and parcel thereof, and all the estate, right, title, interest, claim, and demand of every kind, both at law and in equity, of him, the said Isaac N. Cox, of, in, to, out of, or upon the said islands or keys and premises, and every part thereof:

To have and to hold the said islands or keys and premises and every part thereof; to have, to hold the said islands or keys, and all and singular other the premises above mentioned, and every part and parcel thereof, with the appurtenances, unto the said Charles Howe, his heirs and assigns, forever, and to the only proper use, benefit, and behoof of the said Charles Howe, his heirs and assigns, forever. And the said Isaac N. Cox, for himself, his heirs, executors, and administrators, the said island or keys, and other the premises above mentioned, and every part and parcel thereof, against him, the said Isaac N. Cox, and his heirs, and against all and every person or persons whomsoever, to the said Charles Howe, and his heirs and assigns, shall and will warrant and forever defend by these presents.

In witness whereof the parties to these presents have hereto set their hands and seals, the day and year first above written.

ISAAC N. COX. [SEAL.]

Signed, sealed, & delivered, subscribed and acknowledged in the presence of—

FRANCIS GUE,  
JNO. DRYSDALE,  
• BERNARDO SEGUI.

COUNTY OF SAINT JOHN'S,  
*City of Saint Augustine:*

I do hereby certify, declare, and make known that Isaac N. Cox, of the city of Saint Augustine aforesaid, did in my presence, and in the presence of the subscribed witnesses to the execution of the foregoing indenture, subscribe and acknowledge, and as and for his act and deed deliver the said foregoing indenture for the intent and purposes therein expressed and contained, and that the same Isaac N. Cox thereto subscribed is in the proper handwriting of the said Isaac N. Cox.

In witness whereof I have hereunto set my hand and seal, this tenth day of December, one thousand eight hundred and twenty-seven.

BERNARDO SEGUI,  
*Justice of the Peace for St. John's County.*

SAINT AUGUSTINE, December 10, 1827.

Received from Charles Howe the sum of fifteen hundred dollars, the consideration above expressed to have been paid by him to me.

ISAAC N. COX. [SEAL.]

Witness:

JN. DRYSDALE.

TERRITORY OF FLORIDA,  
*County of Saint John's:*

Be it remembered that on this 10th day of December, A. D. 1827, came before me the subscriber, clerk of the county court for the county of St. John's, John Drysdale, esq., and made oath that Isaac N. Cox signed, sealed, and delivered the foregoing instrument of writing in

his presence, and in the presence of Francis Gue and Bernardo Segui, as for his act and deed, and for the purposes therein mentioned. Whereupon I have recorded the same.

Witness my hand the date aforesaid.

S. STREETER.

STATE OF FLORIDA,

*Monroe County :*

I, John T. Barker, clerk of the circuit court in and for said county, do hereby certify the foregoing to be a true and correct copy of deed of conveyance from Isaac N. Cox to Charles Howe, as appears of record in Book A, Monroe County Records, pages 113 and 115.

Witness my hand and the seal of said court at Key West, this twenty-fourth day of December, A. D. 1874.

[SEAL.]

JOHN T. BARKER,  
*Clerk.*

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No. 9.

E.

TERRITORY OF FLORIDA :

This indenture, made the eighth day of December, in the year of our Lord one thousand eight hundred and twenty-seven, between Josepha Estafanopoly, widow and relict of Francisco Farreira, deceased, late of the city of St. Augustine, in the Territory aforesaid, and Charles Howe, of the city of Charleston, in the State of South Carolina: Whereas all those certain islands or keys hereinafter particularly described, and which be on the coast of Florida and within the Territory of Florida, were granted to the said Francisco Ferreira, deceased, the late husband of the said Josepha Estafanopoly, by the Spanish government by grant bearing date on or about the fifth day of January, one thousand eight hundred and fourteen, as by a reference to the original grant thereof, now on file in the office of the commissioners for settling claims and titles to lands in East Florida, may more fully and at large appear; and whereas the said Francisco Farreira, in his life-time, by deeds under his hand bearing date on or about the day of , in the year of our Lord one thousand eight hundred and twenty , conveyed the said islands or keys to Isaac N. Cox, of St. Augustine, aforesaid; and whereas the said Charles Howe has purchased the said islands or keys from the said Isaac N. Cox, and is desirous that the said Josepha Estafanopoly should join the said Isaac N. Cox in answering and securing the title to the said islands or keys so granted as aforesaid to her said deceased husband, Francisco Farreira, and that she, the said Josepha Estafanopoly, should release, relinquish, and renounce all her estate, right, title, interest, and demand of every kind whatsoever and howsoever arising both at law and in equity of, in, to, and upon the said islands or keys so as aforesaid granted to her said husband unto the said Charles Howe, who hath agreed to pay said Josepha Estafanopoly the sum of three hundred and thirty-three dollars and thirty-three cents for so doing, and which sum of money she hath agreed to receive of and from the said Charles Howe in full consideration and payment for the same: Now, therefore, this indenture witnesseth that the said Josepha Estafanopoly, for and in consideration of the premises and of the aforesaid sum of three hundred and thirty-

three dollars and thirty-three cents, to be in hand paid by the said Charles Howe at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, remised, released, surrendered, and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, surrender, and confirm, unto the said Chas. Howe, and to his heirs and assigns, forever, all those certain islands or keys situate, lying, and being on the coast of East Florida, and in the county of Monroe, in the Territory of Florida, which said keys have been known and designated by the name of Key Vacas, Boat Key, Viper Key, Duck Key, and Knight Key, but which, on and in the neighborhood of the said keys, are now known and called by the names Key Vacas, Long-point Key, Grassy Key, Duck Key, and Knight Key; the said islands or keys lying and being contiguous to each other in a range in the order in which they are last above named, they being the same islands or keys which were granted as aforesaid by the Spanish government to the said Francisco Ferreira, now deceased, and whose claim to which were afterwards, to wit, on the nineteenth day of June, one thousand eight hundred and twenty-four, recommended by the board of commissioners for settling claims and titles to lands in East Florida to Congress for confirmation, and which said islands or keys, or some of them, were in the life-time of the said Francisco Ferreira conveyed by him to the aforesaid Isaac W. Cox; and also all and singular the houses, buildings, edifices, rights, hereditaments, members, and appurtenances on the same, or to the same in any wise belonging or appertaining, and the reversion or reversions, remainder or remainders, rents, issues, and profits of the said islands or keys, and of every part and parcel thereof, and all the estate, right, title, interest, claim, and demands whatsoever, both at law and in equity, of the said Josepha Estafanopoly of, in, to, and upon the said islands or keys, and all and singular other the premises above mentioned, and every part and parcel thereof, with the appurtenances, unto the said Charles Howe, his heirs and assigns forever. And the said Josepha Estafanopoly hath remised, released, surrendered, relinquished, and renounced, and by these presents doth remise, release, surrender, relinquish, and renounce, the above-described islands or keys, and every of them, and the appurtenances, and all her estate, right, title, interest, claim, and demands of every kind and nature whatsoever in, to, and upon the said islands or keys, and other the premises above mentioned, in whatsoever manner or way the said estate, right, title, interest, claim, or demand may have arisen or accrued to the said Josepha Estafanopoly, unto the said Charles Howe, his heirs and assigns forever, to his and their only proper use, behoof, and benefit forever. In witness whereof the parties to these presents have hereunto set their hands and seals, the day and year first above written.

JOSEPHA ESTAFANOPOLY. [SEAL.]

Sealed & delivered, acknowledged and subscribed before us—

JNO. DRYSDALE.

FRANCIS GUE.

BERNARDO SEGUI, *J. P.*

CITY OF SAINT AUGUSTINE:

I do hereby certify and make known that Josepha Estafanopoly, widow, of the said city, did in my presence subscribe and acknowledge, and, as and for her act and deed, deliver the foregoing indenture for the



intents and purposes therein expressed. In witness whereof I have hereto set my hand and seal the tenth day of December, one thousand eight hundred and twenty-seven.

BERNARDO SEGUI,  
*Justice of the Peace for Saint John's County.*

SAINT AUGUSTINE, Dec. 10, 1827.

Received from Charles Howe the sum of three hundred and thirty-three dollars and thirty-three cents, the consideration in the above indenture mentioned to have been paid to me by the said Charles Howe.

JOSEPHA ESTAFANOPOLY.

Witness:

JNO. DRYSDALE.

TERRITORY OF FLORIDA,

*County of Saint John, ss :*

Be it remembered that on the 10th day of December A. D., 1827, came before me, the subscriber, clerk of the county court for the county aforesaid, John Drysdale, esq., and made oath that Josepha Estafanopoly signed, sealed, and delivered the above indenture as for her act and deed, and for the purposes therein mentioned in his presence. Whereupon I have recorded the same. Witness my hand the date aforesaid.

S. STREETER.

STATE OF FLORIDA,

*Monroe County :*

I, John T. Barker, clerk of the circuit court in and for said county, do hereby certify that the foregoing is a true copy of a deed or relinquishment of dower from Josepha Estafanopoly to Charles Howe, as appears of record in Book A, Monroe County records, pages 115, 118.

Witness my hand and the seal of said court of Key West, this 24th day of December A. D. 1874.

[SEAL.]

JOHN T. BARKER,  
*Clerk.*

GENERAL LAND-OFFICE, September 21, 1827.

*To the register and receiver of the land-office at Saint Augustine, Fla. :*

GENTLEMEN: On comparing the documents deposited in the Treasury by the late board of commissioners for East Florida with their abstracts, it does not appear that the fifteen cases referred to in the inclosed abstracts, and of which the documents are also inclosed, have been embraced in their report submitted to Congress, although each case appears by the documents to have been confirmed by the board.

I have, therefore, to request that you will, after comparing them with the reports in your office, make them the subject of a special report, with such remarks as you may deem proper, and forward it with your reports under the act of the last session for the decision of Congress.

I am, &c.

DEPARTMENT OF THE INTERIOR,  
GENERAL LAND-OFFICE,  
*Washington, D. C., December 28, 1875.*

SIR: As directed by the fourth and fifth sections of the acts of Congress approved June 22, 1860, (12 Stats., p. 85,) entitled "An act for the final adjustment of private land-claims in the States of Florida, Louisiana, and Missouri, and for other purposes," as extended and amended by the acts of Congress approved March 2, 1867, (14 Stats., p. 544,) and June 10, 1872, (17 Stats., p. 378,) I have the honor to submit herewith for transmission to Congress the accompanying report of the register and receiver at Gainesville, Fla., acting as commissioners under the aforesaid acts, upon the claim of the legal representatives of Charles Howe, deceased.

Edward C. Howe, representing himself as executor, and one of the heirs and legal representatives of Charles Howe, deceased, recites in his petition to the aforesaid register and receiver, that the said Charles Howe, deceased, in his life-time, to wit, on the 8th day of December, 1827, came into possession, by deed of indenture duly executed and recorded, of certain lands situated in the State of Florida, more fully described in the sworn statement of the petitioner as fractional township 66 south, of range 32 east, containing 1,874.05 acres; fractional township 66 south, of range 33 east, containing 684.11 acres; fractional township 65 south, of range 33 east, containing 1,121.29 acres; and fractional township 65 south, of range 34 east, containing 464.30 acres, making an aggregate of 4,144.15 acres, and applies for a confirmation of the title under the aforesaid acts of 1860 and 1872.

This claim is supported by the following documentary evidence:

First. Petition of Don Francisco Ferreira to the governor of Florida, dated January 4, 1814, soliciting the absolute title to "a key situated among those called the Florida Keys, and is known by the name of Key Bacas, and four small islands which are situated in the vicinity thereof."

Second. Grant: "Saint Augustine, January 5, 1814. As the services rendered by the petitioner are well known, and in consideration of the great losses which he has suffered by the revolution which took place in the year 1812, let there be granted to him in absolute property the Key Bacas and the small island adjacent, without injury to a third person. Kindelan."

Third. Decree of the commissioners appointed under the act of May 8, 1822, (3 Stats., p. 709,) entitled "An act for ascertaining claims and titles to land within the Territory of Florida," as amended and extended by the acts of March 3, 1823, (3 Stats., p. 754,) and February 28, 1824, (4 Stats., p. 6.) "Francis Farriera to the United States; claim to an island called Key Bacas, and four small islands adjacent." "In this case the claimant produced a concession made to him by Governor Kindelan for the island, set out in his memorial dated January 5, 1814, the quantity undefined."

"The board not being authorized to decide finally on claims of this nature, but conceiving that the claimant has made out an equitable title for the lands which he claims, it is therefore recommended to Congress for confirmation. June 19." This document is certified by Antonio Alvarez, keeper of public archives, as being a true and correct extract from the registry of claims kept by the board of land-commissioners, (Book A, p. 250,) now on file in his office.

Fourth. Warranty deed, dated September 4, 1824, from Francisco Farriera to Isaac N. Cox. It appears from this conveyance that Farriera conveyed to Cox all that tract, piece, parcel or parcels of land,

island or islands, lying and being in the Territory of East Florida, and known by the name of Key Bacas, or Key Vacas, with the smaller islands adjacent thereto called Boat Key, Viper Key, and Knight Key, being among those called the Florida Keys on the coast of East Florida, and containing by estimation about 2,000 acres, more or less, which said keys or islands were granted to the said Francis Ferreira by the Spanish government on the 5th day of January, 1814.

Fifth. Warranty deed. Isaac N. Cox to Charles Howe; from which it appears that said Isaac N. Cox conveyed to said Charles Howe all those five certain islands or keys situated on the coast of East Florida, which have been known and designated by the names of Key Bacas, or Vacas, Boat Key, Viper Key, Duck Key, and Knight Key, but which, in the neighborhood of said keys, are now known and called by the names of Key Vacas, Long-point Key, Grassy Key, Duck Key, and Knight Key, the said islands or keys lying and being contiguous to each other, and in a range in the order in which they are last above named; they being the same islands or keys granted to one Francisco Ferriera by the Spanish government, the 5th of January, 1814, and which were conveyed by said Francisco Ferriera to the said Isaac N. Cox.

Sixth. Relinquishment (of dower) by Josepha Estafanopoly, the widow of Francisco Ferriera, to Charles Howe, of all the right, title, and interest she may have in "those certain islands or keys on the coast, and within the territory of Florida, that were granted to the said Francisco Ferriera, deceased, by the Spanish government, on the 5th of January, 1814, and conveyed to the said Charles Howe by the said Isaac N. Cox, known and designated by the names of Key Vacas, Boat Key, Viper Key, Duck Key, and Knight Key, but which, in the neighborhood of said keys, are known and called Key Vacas, Long-point Key, Grassy Key, Duck Key, and Knight Key, the said islands or keys lying and being contiguous to each other in a range in the order in which they are last above named."

The foregoing conveyances, constituting a chain of title from the original grantee of the Spanish authorities, while they had jurisdiction over and were in possession of the Territory of Florida, to the claimant's ancestor, have been duly acknowledged and recorded, and are certified by the legal custodian of the records as being true and correct copies of the records thereof. They bear upon their face evidence of great care in their preparation and execution, the only defect or imperfection being the omission of one of the keys or islands claimed from the conveyance by Ferreira to Cox, which will be more fully referred to hereinafter.

From an examination of the American State Papers, Duff Green's edition, volume 3, page 674, with reference to this case, it appears that the claim of Francis Ferreira for an island known by the name of Key Bacas, and four small islands adjoining, situated to the south of Florida, and known as one of the Florida Keys, founded on a concession made by Governor Kindelan January 5, 1814, to said Francis Ferriera, was filed before the board of land-commissioners for East Florida November 17, 1823, and that on the 19th day of June, 1824, they considered the claim favorably, and advised it for confirmation, (volume 4, page 261, Duff Green's edition American State Papers,) but it does not appear that it was submitted to Congress for confirmation prior to the confirmatory act of May 23, 1828. (4 Stats., p. 284.)

Under date of January 14, 1830, the Secretary of the Treasury transmitted to the United States Senate a report, dated Saint Augustine, January, 1829, by the register and receiver acting as land-commissioners for East Florida, under the act of May 23, 1828, (4 Stats., p. 284.)

in which appears an "Abstract No. 15, of sixteen cases sent back from Washington to the register and receiver for their report," and in said abstract is contained the claims of Francis Ferreira, No. 13. (Duff Green's edition American State Papers, volume 5, page 420.)

By the first section of the act of Congress approved May 26, 1830, (4 Stats., p. 405,) entitled "An act to provide for final settlement of land-claims in Florida," it is provided that "all the claims and titles to land filed before the register and receiver of the land-office, acting as commissioners in the district of East Florida, under the quantity contained in one league square, which have been decided and recommended for confirmation, contained in the reports, abstracts, and opinions of said register and receiver, transmitted to the Secretary of the Treasury according to law, and reported by him to Congress on the 14th day of January, 1830, be, and the same are hereby, confirmed."

From the anomalous relation the aforesaid abstract—remanded by the Secretary back to the register and receiver for report, and in compliance with which they reported, "The grant to this land was made by Governor Kindelan in January, 1814, for services. The testimony, is filed in the Land-Office at Washington. It was recommended for confirmation on the 19th of June, 1824"—bears to the balance of the report of the Secretary of the Treasury, referred to by date in the aforesaid act of May 26, 1830, it has always been a matter of doubt with this Office as to whether, under a strict construction, that act confirmed any of the claims embraced in the above-mentioned abstract; for it will be observed, particularly in reference to this case, that, first, it was not filed with the register and receiver acting as commissioners, but with a former board of commissioners, which, as a tribunal for the purpose for which it was created had ceased to exist before the cases embraced in said abstract were remanded back by the Secretary of the Treasury; and second, this case was neither decided nor recommended for confirmation by said register and receiver as contemplated by the act. They simply gave the status of the claim as they found it on the records of the former board, saying that it had been already recommended for confirmation. It is in consequence of this doubt that the case is now reported to Congress.

There also exists another doubt in this case, to which the attention of Congress is invited; that is, in regard to the quantity of land the claimants are entitled to under the grant to Ferreira. According to the sworn statement of the claimants, they seek a confirmation to all the land embraced within the exterior limits of the four fractional townships described in said statement, aggregating an area of 4,144 and a fraction acres.

Ferreira in his petition solicited "Key Bacas, and four small islands which are situated in the vicinity thereof." The grant says, let there be granted Key Bacas and the small island adjacent. Thus, it will be observed, that if the transcript of the grant in this case is a correct copy thereof, that it confines the quantity to Key Bacas and only *one* island.

As appears from the record of the old board of commissioners, acting under the provisions of the aforesaid act of March 3, 1823, they designated this claim as that of Francis Ferreira "to an island called Key Bacas, and four small islands adjacent." This title to the claim was evidently taken from the original petition of Ferreira to the former government. The body of their decree, however, goes on to say that the claimant produced a concession made to him by Governor Kindelan

for the *island* set out in his memorial, dated January 5, 1814, the quantity undefined.

The seventh section of the act of 1860 directs "that whenever any claim is presented for confirmation under the provisions of this act, which has heretofore been presented before any board of commissioners under authority of Congress, the facts reported as proven by the former board shall be taken as true *prima facie*; and the evidence offered before such former board, and remaining of record, shall be admitted on the examination of the claims made under the provisions of this act." It will be seen that almost the same discrepancy exists in regard to the quantity of land in the record of the commissioner as in the transcript of evidence now before me. The grant itself, as shown by the transcript, limits the quantity of land granted to Ferreira by Kindelan, on the 5th January, 1814, to Key Vacas and the small island adjacent. The decree of the former board of commissioners states that the claimant produced a concession from Kindelan for the island set out in his memorial. It is evident that, under the aforesaid seventh section of the act of 1860, the findings of a former board can only be used as evidence in cases where the evidence upon which such findings were based cannot be adduced; but where the evidence required by the act, as the foundation of title, is produced, which in this case is the same as that upon which the action of the former board was based, and is found to be at variance with the findings or conclusions of said board, the rule of evidence then applies that the best evidence in the case must govern, and hence excludes the findings of the aforesaid board as secondary evidence. The grant itself, in any event, is properly the instrument that should determine this question in regard to quantity; for the aforesaid acts, under which this claim is presented for confirmation, do not contemplate that a greater quantity of land shall be confirmed to claimants than was granted by the former government.

An examination of the plats of survey of the fractional townships claimed shows that there are included within the exterior limits of said townships, counting all of the islands, large and small, twenty-five, which are grouped and designated singly on said plats as follows: Key Vacas, two; Boat Key, five; Knight Key, one; Hog Key, one; Fat Deer Keys, five; Stirrup Key, one; Russel Key, one; Bamboo Key, one; Kraal Key, two; Grassy Key, one; Tom's Harbor Keys, two; Duck Key, one; and Channel Key, one, which seems to indicate that the term key, as used on said plats, applies indiscriminately to a single or a group of islands. Thus the claim seems to have grown, since the date of the grant, from the Key Vacas, and the one additional island granted, to Key Vacas, which, as indicated by the plats of survey, seems to include two islands and twenty-three additional islands.

The chain of title from the original grantee to the said E. C. Howe, deceased, under whom the claimants claim title, shows that Ferreira conveyed to Cox, on the 4th of September, 1824, four islands, called Key Vacas, Boat Key, Viper Key, and Knight Key, and that Cox conveyed to Howe, December 8, 1827, five islands, thus enlarging on the number of islands or quantity of land he acquired from the original grantee to the extent of one island. These conveyances have more the appearance of having been based on the petition of the grantee to the Spanish government than upon the grant. Giving the grant its largest meaning, it only calls for three islands. The conveyances, so far as their calls are in excess of that quantity, are, in my opinion, necessarily void.

I am clearly of the opinion that the evidence in this case is sufficient

to entitle the claim to a confirmation, and therefore recommend that the land embraced and described in the original grant made by Governor Kendelan to Francisco Ferreira, on the 5th of January, 1814, to wit, the two islands which, on the plats of the Government surveys, are designated as Key Vacas, and the island nearest adjoining said key, be confirmed to the legal representatives of E. C. Howe, deceased.

Very respectfully, your obedient servant,

S. S. BURDETT,  
*Commissioner.*

Hon. Z. CHANDLER,  
*Secretary of the Interior.*

H. Ex. 58—2



CATHARINE AND SOPHIA GERMAIN.

---

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

PRESENTING

*A further communication from the War Department upon the subject of the destitute condition of Catharine and Sophia Germain, two Cheyenne captives.*

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JANUARY 12, 1876.—Referred to the Committee on Indian Affairs and ordered to be printed.

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DEPARTMENT OF THE INTERIOR,  
*Washington, January 5, 1876.*

SIR: Referring to letter from this Department, dated the 20th ultimo addressed to the Speaker of the House of Representatives, upon the subject of the destitute condition of Catharine and Sophia Germain, and inclosing certain papers from the Indian Bureau in relation thereto, I now have the honor to present a further communication from the honorable the Secretary of War upon the same subject, together with copies of the papers referred to by him, and, in accordance with his request, earnestly recommend the subject to the favorable consideration of Congress.

I have the honor to be, very respectfully, your obedient servant,  
Z. CHANDLER,  
*Secretary.*

The SPEAKER *House of Representatives.*

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WAR DEPARTMENT,  
*Washington City, December 22, 1875.*

SIR: I have the honor to invite your attention to the inclosed copy of letter from Col. Nelson A. Miles, of the Fifth Infantry, requesting that the Government make the same provision for Catharine and Sophia Germain, captured by the Cheyenne Indians, and rescued by the military authorities, as was made for their sisters by the last Congress, (18 Stat., part 3, page 424.)

Inviting your attention to the indorsements upon the said letter, I beg to request that you will earnestly recommend this matter to the favorable consideration of Congress.

The issue of one ration a day to each of the children has been authorized until Congress makes some provision for their support.

Very respectfully, your obedient servant,

WM. W. BELKNAP.

*Secretary of War.*

The Hon. SECRETARY OF THE INTERIOR.



HEADQUARTERS FIFTH INFANTRY,  
*Fort Leavenworth, Kans., December 1, 1875.*

SIR: I have the honor to bring to your attention the case of Catharine and Sophia Germain, the eldest two of the four children who were rescued from captivity among the Cheyennes by the operations of the troops in the Indian campaign of 1874-'75 in the Southwest.

As they were left orphans and destitute by the action of the hostile Indians, I would respectfully submit that the General Government may properly make some provision for their support, and that as they were rescued during active operations, it would seem that they are entitled to the same considerations as prisoners of war pending action of the Government in their case. I would therefore earnestly in their behalf request that rations be issued to them until the necessary legislation be had in their case.

The honorable Secretary of War will remember that this case was brought to his personal attention at Des Moines, Iowa, when the above request seemed to meet with his favorable consideration.

Very respectfully, your obedient servant,

NELSON A. MILES,  
*Colonel Fifth Infantry.*

The Hon. SECRETARY OF WAR.

(Through office of Assistant Adjutant-General, Department Missouri, Division of the Missouri, and of the Army.)

HEADQUARTERS FIFTH INFANTRY,  
*Fort Leavenworth, Kans., December 2, 1875.*

SIR: In behalf of two most unfortunate and helpless orphans, Catharine and Sophia Germain, who have suffered everything but death at the hands of the hostile Cheyennes, and who were recovered by the force of military operations in the Department of the Missouri, I would earnestly request that the Government make the same provisions that were made by the last Congress for their sisters, in the act a copy of which is herewith inclosed.

Very respectfully, your obedient servant,

NELSON A. MILES,  
*Colonel Fifth Infantry.*

The ADJUTANT-GENERAL,  
*U. S. Army, Washington, D. C.*

(Through office of Assistant Adjutant-General, Department of the Missouri, Division and of the Army.)

HEADQUARTERS DEPARTMENT OF THE MISSOURI,  
*Fort Leavenworth, Kans., December 9, 1875.*

These papers are respectfully forwarded and are fully concurred in.

Attention is invited to my communication of November 30, 1874, on which and the indorsements on it the appropriation for the two younger Germain children was made.

At the time, the two elder children were still in the hands of the Indians, and it was not known whether they would be recovered alive.

They were fortunately surrendered alive, but in a terrible condition, and they have needed constant care and attention ever since. They were rendered destitute and their natural supporters and guardians

were murdered by the Cheyenne Indians, and it seems only proper that a moderate provision be made for them out of the money appropriated for the subsistence of the Indians who reduced them to such a state.

I hope, therefore, that the application will be urgently presented to Congress.

Colonel Miles has accepted the guardianship of these children, but of course is without the funds needed for their actual support.

Until Congress acts upon the case, the War Department should authorize the issue of one ration to each of the elder children at least.

JOHN POPE,

*Bvt. Major-General U. S. A., Commanding.*

WAR DEPARTMENT,

*Adjutant-General's Office, Washington, December 14, 1875.*

Respectfully submitted to the Secretary of War with previous papers relative to the Germain girls, including General Pope's communication of November 30, 1874, referred to in preceding indorsement.

E. D. TOWNSEND,

*Adjutant-General.*

WAR DEPARTMENT,

*December 17, 1875.*

Respectfully referred to the Commissary-General for remark.

By order of the Secretary of War.

H. P. CROSBY,

*Chief Clerk.*

OFFICE COMMISSARY-GENERAL SUBSISTENCE,

*December 18, 1875.*

Respectfully returned to the honorable Secretary of War, with the recommendation that authority be granted to issue one ration per day to each of the within-named children (Catharine and Sophia Germain) until some provision for their support be made by Congress.

R. MACFEELY,

*Commissary-General Subsistence.*

WAR DEPARTMENT,

*December 22, 1875.*

Recommendation of Commissary-General approved.

By order of the Secretary of War.

H. T. CROSBY,

*Chief Clerk.*

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LIST OF EMPLOYÉES IN THE NAVY DEPARTMENT.

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LETTER

FROM

THE SECRETARY OF THE NAVY,

TRANSMITTING,

*In compliance with section 11 of act of Congress approved August 26, 1842, statement of civil employés of the Department, together with the time each was employed and the sum he received, for the year ending December 31, 1875.*

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JANUARY 12, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

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NAVY DEPARTMENT,  
Washington, January 6, 1876.

SIR: I have the honor to submit herewith, in compliance with the eleventh section of the act of Congress approved August 26, 1842, a statement of the civil employés of this Department during the year ended December 31, 1875, together with the time each clerk was actually employed and the sums paid to each. All of the positions referred to were authorized by law and the necessary appropriations made therefor.

The force of the Department has been usefully employed, and the services of the full number cannot, I think, be dispensed with without detriment to the public service.

Very respectfully,

GEO. M. ROBESON,  
*Secretary of the Navy.*

Hon. M. C. KERR,  
*Speaker of the House of Representatives.*

*Statement of the civil employés of the Navy Department and Bureaus thereof during the year 1875, prepared in compliance with the eleventh section of the act of Congress approved August 20, 1842.*

Office and name.	Position.	Salary.	Time employed.	Sum paid.
<b>OFFICE OF THE SECRETARY OF THE NAVY.</b>				
John W. Hogg .....	Chief clerk .....	\$2,500	Whole year .....	\$2,500 00
F. H. Stickney .....	Fourth-class and disbursing clerk .....	2,000	do .....	2,000 00
George S. Watkins .....	Fourth-class clerk .....	1,800	do .....	1,800 00
William P. Moran .....	do .....	1,800	do .....	1,800 00
W. S. McNairy .....	do .....	1,800	do .....	1,800 00
Jesse E. Dow .....	do .....	1,800	do .....	1,800 00
H. S. Bowen .....	Third-class clerk .....	1,600	do .....	1,600 00
Wythe Denby .....	do .....	1,600	do .....	1,600 00
Frank B. Smith .....	do .....	1,600	do .....	1,600 00
Joseph E. Potts .....	do .....	1,600	do .....	1,600 00
H. W. King .....	Second-class clerk .....	1,400	do .....	1,400 00
J. D. Doyle .....	do .....	1,400	do .....	1,400 00
George W. Blake .....	First-class clerk .....	1,200	do .....	1,200 00
C. H. Snow .....	do .....	1,200	January 1 to February 1 .....	103 30
C. R. Alexander .....	do .....	1,200	February 1 to December 31 .....	1,096 70
William J. Gregory .....	do .....	1,200	January 1 to February 13 .....	146 63
John Cassin .....	do .....	1,200	February 13 to December 31 .....	1,053 37
Lindsay Muse .....	Messenger .....	840	Whole year .....	840 00
William Pierre .....	do .....	840	do .....	840 00
Henry Wigginton .....	Laborer .....	720	do .....	720 00
John M. Evans .....	do .....	720	do .....	720 00
<b>BUREAU OF YARDS AND DOCKS.</b>				
A. E. Merritt .....	Chief clerk .....	1,800	Whole year .....	1,800 00
E. S. Friederich .....	Draughtsman .....	1,800	do .....	1,800 00
R. H. Yeatman .....	Fourth-class clerk .....	1,800	January 1 to February 1 .....	155 00
D. J. Partello .....	do .....	1,800	February 1 to December 31 .....	1,645 00
Do .....	Third-class clerk .....	1,600	January 1 to February 1 .....	137 80
R. H. Yeatman .....	do .....	1,600	February 1 to December 31 .....	1,462 00
Charles Fair .....	do .....	1,600	Whole year .....	1,600 00
J. W. Graham .....	Second-class clerk .....	1,400	do .....	1,400 00
J. A. Kinsley .....	First-class clerk .....	1,200	do .....	1,200 00
Charles Hunt .....	Messenger .....	840	January 1 to August 5 .....	502 21
Nathan Addison .....	do .....	840	August 5 to December 31 .....	337 79
Do .....	Laborer .....	720	January 1 to August 5 .....	430 40
Frederick Mason .....	do .....	720	August 5 to December 31 .....	289 60
<b>BUREAU OF MEDICINE AND SURGERY.</b>				
Daniel Carrigan .....	Chief clerk .....	1,800	Whole year .....	1,800 00
E. C. Kirkwood .....	Third-class clerk .....	1,600	do .....	1,600 00
M. B. Clark .....	Messenger .....	840	do .....	840 00
Henry Clay .....	Laborer .....	720	do .....	720 00
<b>BUREAU OF PROVISIONS AND CLOTHING.</b>				
J. T. Denson .....	Chief clerk .....	1,800	Whole year .....	1,800 00
J. W. Moorhead .....	Fourth-class clerk .....	1,800	do .....	1,800 00
J. K. Lewis .....	Third-class clerk .....	1,600	do .....	1,600 00
William H. Doe .....	do .....	1,600	do .....	1,600 00
W. H. Tilley .....	Second-class clerk .....	1,400	do .....	1,400 00
Frank Hamilton .....	do .....	1,400	do .....	1,400 00
Amos T. Jenckes .....	First-class clerk .....	1,200	do .....	1,200 00
George Taylor .....	do .....	1,200	do .....	1,200 00
W. S. Benesman .....	do .....	1,200	do .....	1,200 00
William Lucas .....	Messenger .....	840	do .....	840 00
Samuel West .....	Laborer .....	720	do .....	720 00
<b>BUREAU OF NAVIGATION.</b>				
Louis Waldecker .....	Chief clerk .....	1,800	Whole year .....	1,800 00
D. A. Dennison .....	Third-class clerk .....	1,600	do .....	1,600 00
R. A. Cheyney .....	Second-class clerk .....	1,400	do .....	1,400 00
James W. Joyce .....	Messenger .....	840	do .....	840 00
John A. Smith .....	Laborer .....	720	do .....	720 00
<b>BUREAU OF EQUIPMENT AND RECRUITING.</b>				
S. Henriques .....	Chief clerk .....	1,800	Whole year .....	1,800 00
W. W. S. Dyre .....	Fourth-class clerk .....	1,800	do .....	1,800 00
James Patterson .....	Third-class clerk .....	1,600	do .....	1,600 00

## LIST OF EMPLOYÉS IN THE NAVY DEPARTMENT.

3

*Statement of the civil employés of the Navy Department, &c.—Continued.*

Office and name.	Position.	Salary.	Time employed.	Sum paid.
D. C. Morrison .....	Second-class clerk.	\$1,400	Whole year .....	\$1,400 00
R. A. Church .....	do .....	1,400	do .....	1,400 00
J. E. Alexander .....	First-class clerk.	1,200	do .....	1,200 00
E. A. Roderick .....	do .....	1,200	do .....	1,200 00
S. T. Dyre .....	Messenger .....	840	do .....	840 00
Benjamin Harris .....	Laborer .....	720	do .....	720 00
<b>BUREAU OF STEAM-ENGINEERING.</b>				
William H. H. Smith .....	Chief clerk .....	1,800	Whole year .....	1,800 00
George B. Whiting .....	Draughtsman .....	1,800	do .....	1,800 00
George Schultz .....	Second-class clerk.	1,400	do .....	1,400 00
James D. Cole .....	Asst. draughtsm'n	1,200	do .....	1,200 00
J. H. Hoagland .....	Messenger .....	840	do .....	840 00
J. H. Reinburg .....	Laborer .....	720	do .....	720 00
<b>BUREAU OF ORDNANCE.</b>				
John D. Brandt .....	Chief clerk .....	1,800	January 1 to December 10 ..	1,697 28
S. T. Ellis .....	do .....	1,800	December 10 to December 31 ..	109 72
C. K. Stellwagen .....	Draughtsman .....	1,800	Whole year .....	1,800 00
S. T. Ellis .....	Third-class clerk.	1,600	January 1 to December 10 ..	1,509 70
T. E. Sailer .....	do .....	1,600	December 10 to December 31 ..	91 30
C. Do .....	Second-class clerk.	1,400	January 1 to December 10 ..	1,320 10
C. W. Tyson .....	do .....	1,400	December 10 to December 31 ..	79 90
J. R. Glabarne .....	do .....	1,400	Whole year .....	1,400 00
C. H. Middleton .....	Messenger .....	840	do .....	840 00
George A. Simms .....	Laborer .....	720	do .....	720 00
<b>BUREAU OF CONSTRUCTION AND REPAIR.</b>				
H. A. Goldsborough .....	Chief clerk .....	1,800	Whole year .....	1,800 00
Richard Powell .....	Draughtsman .....	1,800	do .....	1,800 00
B. T. Hanley .....	Fourth-class clerk.	1,800	do .....	1,800 00
R. Knapp .....	Third-class clerk.	1,600	do .....	1,600 00
C. L. Hughes .....	do .....	1,600	do .....	1,600 00
A. Rothwell .....	Second-class clerk.	1,400	do .....	1,400 00
John Saurwein .....	do .....	1,400	do .....	1,400 00
Oliver C. Fisher .....	Messenger .....	840	do .....	840 00
John Simms .....	Laborer .....	720	do .....	720 00
<b>NAVY DEPARTMENT BUILDING.</b>				
F. H. Stickney .....	Superintendent .....	250	Whole year .....	250 00
John B. Harrison .....	Watchman .....	720	do .....	720 00
John Howlett .....	do .....	720	do .....	720 00
Frederick Laff .....	do .....	720	do .....	720 00
Antonio Biondi .....	do .....	720	do .....	720 00
William Shanks .....	do .....	720	do .....	720 00
Overton Bond .....	do .....	720	do .....	720 00
William Herbert .....	do .....	720	do .....	720 00





CONTINGENT FUND OF THE NAVY DEPARTMENT.

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LETTER

FROM

THE SECRETARY OF THE NAVY,

TRANSMITTING

*A detailed statement of expenditures of the contingent fund for the Navy Department and the bureaus and offices therein.*

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JANUARY 12, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

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NAVY DEPARTMENT,  
*Washington, January 6, 1876.*

SIR: I have the honor, in compliance with the requirements of section 193 of the Revised Statutes, to submit to Congress detailed statements of the expenditure of the contingent funds "for the Navy Department, and for the bureaus and offices therein," being—

1. Statement of contingent, office of Secretary of the Navy.
2. Statement of contingent, office of Bureau Yards and Docks.
3. Statement of contingent, office of Construction and Repair.
4. Statement of contingent, office of Equipment and Recruiting.
5. Statement of contingent, office of Steam-Engineering.
6. Statement of contingent, office of Navigation.
7. Statement of contingent, office of Provisions and Clothing.
8. Statement of contingent, office of Ordnance.
9. Statement of contingent, office of Medicine and Surgery.
10. Statement of contingent, Navy Department building.

And also, under the requirements of the act entitled "An act making appropriations for the legislative, executive, and judicial expenses of the Government for the year ending June 30, 1875," approved June 20, 1874, detailed statements of the expenditure of the sums appropriated for contingent expenses "in the Navy Department, and in the bureaus thereof," to which the same were appropriated, being—

1. Appropriation contingent, Navy.
2. Appropriation contingent, Equipment and Recruiting.
3. Appropriation contingent, Medicine and Surgery.
4. Appropriation contingent, Ordnance.
5. Appropriation contingent, Yards and Docks.
6. Appropriation contingent, Navigation.



7. Appropriation contingent, Provisions and Clothing.

8. Appropriation contingent, Naval Academy.

9. Appropriation contingent, Marine Corps.

Very respectfully,

GEORGE M. ROBESON,  
Secretary of the Navy.

Hon. M. C. KERR,  
Speaker of the House of Representatives.

No. 1.—*Report of expenditures of contingent, Secretary's Office.*

FROM DECEMBER 1, 1874, TO NOVEMBER 30, 1875.

Name.	Article.	Amount.
W. C. & F. P. Church.....	Army and Navy Journal.....	\$66 70
W. Choate & Co.....	Stationery.....	18 46
W. Hounschild.....	Repairing shades.....	4 00
James Kelly.....	Stove-work.....	19 00
Charles Flint.....	Soap.....	2 00
J. H. Brooks.....	Car-tickets.....	6 00
W. B. Moses.....	Chairs, &c.....	31 50
J. H. Brooks.....	Car-tickets.....	6 00
W. Choate & Co.....	Stationery.....	38 92
J. H. Brooks.....	Car-tickets.....	1 00
J. B. Davis.....	Gas-burners.....	6 00
W. H. Dempsey.....	Knife.....	3 75
Kennebec Ice Company.....	Ice.....	20 75
William Ballantyne.....	Stationery.....	38 45
Adams Express Company.....	Transportation.....	13 80
W. H. Boyd.....	City Directories.....	15 00
Washington Chronicle.....	Subscription.....	8 05
J. W. Boteler & Bro.....	Matches, soap, &c.....	33 10
A. Burgdorf.....	Repairing furniture.....	20 59
W. S. Mitchell.....	Carpeting.....	142 70
Joseph Waters.....	Postage-stamps.....	5 05
Joseph L. Savage.....	Matches, dusters, &c.....	20 70
C. M. Tyson.....	Postage-stamps.....	3 00
Levi Curry.....	Repairing book-case.....	6 00
W. W. Farr.....	Repairing clocks.....	14 00
John Disturnell.....	5 copies United States Register, 1875.....	7 50
W. Choate & Co.....	Stationery.....	153 95
R. M. Calvert.....	Cleaning carpets.....	7 20
J. H. Brooks.....	Car-tickets.....	6 00
J. H. Warwick.....	Plannisphere.....	30 00
G. W. Metlar.....	1 copy of Sargent's Public Men.....	6 00
E. O. Cook & Co.....	Brooms.....	3 60
N. B. Fugitt.....	Repairs from fire, lumber.....	315 54
Hayward & Hutchinson.....	Repairs from fire, tin roof.....	275 60
A. W. Kirk & Co.....	Repairs from fire, felt.....	18 96
W. T. Dewdney.....	Repairs from fire, labor.....	153 23
A. Burgdorf.....	Repairs from fire, furniture.....	94 50
W. Harleston.....	Postage-stamps.....	3 00
J. H. Bryan.....	Repairs from fire, carpenter's work.....	429 00
Robert Beall.....	1 copy Wallace Report, for library.....	6 00
G. W. Chamberlen.....	Painting.....	250 00
J. L. Savage.....	Brushes, &c.....	14 50
W. C. & F. Church.....	Army and Navy Journal.....	6 00
W. H. Dempsey.....	Blank cards.....	20 00
G. N. Rider.....	2 volumes American Cyclopædia.....	14 00
Julius Viedt.....	Repairing desks.....	100 00

No. 1.—*Report of expenditures of contingent, Secretary's Office—Continued.*

Name.	Article.	Amount.
W. W. Farr.....	Repairing clocks.....	\$3 50
W. Choate & Co.....	Stationery.....	19 90
Do.....	Stationery.....	54 17
W. Hounschild.....	Putting down mattings.....	53 00
W. Harleston.....	Car tickets.....	5 00
E. C. Cook.....	Life of Professor Morse.....	6 00
J. M. Evans.....	Medicine for horse.....	1 50
Thomas Moore.....	Hire of carriage.....	3 00
J. H. Brooks.....	Car-tickets.....	5 60
G. E. Tyson.....	1 copy of Arctic Experiences, for library.....	4 00
Charles Flint.....	Soap.....	9 00
W. Harleston.....	Car-tickets.....	2 00
Henry Newbeck.....	Repairing locks.....	8 25
W. Choate & Co.....	Stationery.....	80 60
C. W. Tyson.....	Postage-stamps.....	3 00
J. W. Boteler & Bro.....	Slop-jars, brushes, &c.....	25 75
Julius Vielt.....	Making book-case.....	40 00
Adams Express Company.....	Transportation.....	22 35
W. Jacobs.....	Pens.....	7 50
W. Ballaityne.....	Stationery.....	69 79
D. Lyon.....	Pens.....	10 00
J. W. Gainer.....	Ribbon for stamp.....	1 50
F. A. Fill & Co.....	Blank-book.....	2 00
W. J. Murtagh.....	Subscription to the National Republicanan.....	8 00
J. L. Savage.....	Spittoons, bucket, &c.....	14 55
Ralph Hunter.....	Car-tickets.....	5 00
Henry Wigginton.....	Postage-stamps.....	3 00
N. W. Burchell.....	Matches.....	3 50
J. L. Savage.....	Dusters, spittoons, &c.....	18 00
G. N. Sullivan.....	Sherman's Memoirs, for library.....	8 50
C. W. Tyson.....	Postage-stamps.....	3 00
William Smith.....	Rubber-stamp.....	3 00
W. Harleston.....	Car-tickets.....	5 10
Solomons & Chapman.....	"Arctic Adventures".....	4 00
Robert Beall.....	Wallace Report.....	6 00
Mrs. E. Hunter.....	2 volumes Congressional Reports.....	8 00
John Lockie.....	Subscription to Directory, 1874.....	5 00
J. W. Hogg.....	Paid for telegrams.....	9 40
J. W. Boteler & Bro.....	Pitchers, tumblers, &c.....	22 89
Chronicle Publishing Company.....	Advertising.....	64 50
W. S. Mitchell.....	Matting, oil-cloth, &c.....	46 94
James Sheehy.....	Annual Cyclopædia, for library.....	6 00
John Alexander.....	Paper and work.....	27 25
Evening Star.....	Advertising.....	47 50
Georgetown Courier.....	Advertising.....	11 00
Levi Curry.....	File-boards.....	10 00
Adams Express Company.....	Transportation.....	41 90
G. N. Rider.....	2 volumes American Cyclopædia, for library.....	14 00
Ralph Hunter.....	Postage-stamps.....	3 00
John Cassin.....	Paid for telegrams.....	97
C. W. Tyson.....	Postage-stamps.....	6 00
New York Maritime Register.....	Subscription for 6 months.....	7 50
William Hounschild.....	Carpet work.....	10 50
J. W. McKnight & Co.....	Chairs.....	21 50
Mrs. C. R. K. Bonney.....	Legacy of Historical Gleanings, for library.....	12 00
C. H. Emerson & Co.....	Subscription to Boston Guide.....	5 00
W. Choate & Co.....	Stationery.....	69 73
C. W. Tyson.....	Postage-stamps.....	6 00
W. H. Dempsey.....	Stationery.....	166 90

No. 1.—*Report of expenditures of contingent, Secretary's Office—Continued.*

Name.	Article.	Amount.
W. W. Farr .....	Care of clocks .....	\$60 06
N. W. Burchell .....	Pepper put in carpets .....	1 50
W. Harleston .....	Postage-stamps .....	6 00
Lena Ball .....	Repairing chairs .....	2 50
H. Newbeck .....	Repairing locks .....	5 50
J. W. Boteler & Bro. ....	Water-cooler, sponges, &c .....	38 25
W. S. Mitchell .....	Matting .....	67 67
W. Choate & Co .....	Stationery .....	26 53
John McCathran .....	Carriage-hire .....	3 00
H. Sherman .....	Government History of the United States .....	5 00
H. Wigginton .....	Car-tickets .....	5 00
Adams Express Company ..	Transportation .....	36 45
William Hounschild .....	Carpet-work .....	21 55
W. H. Dempsey .....	Stationery .....	71 25
Robert Beall .....	Supreme Court Report, for library ..	6 00
J. M. Judd .....	"Rights of the United States Citizen."	4 75
James Kelly .....	Stove-work .....	2 50
J. L. Savage .....	Coal-hods, brushes, &c .....	9 00
Kennebec Ice Company .....	Ice .....	31 57
Mrs. M. L. Larner .....	1 copy Storms, for library .....	2 50
H. Newbeck .....	Making 1 lock .....	3 25
H. Wigginton .....	Postage-stamps .....	3 00
M. Steel .....	Dusters .....	4 75
W. Choate & Co .....	Stationery .....	44 14
D. Lyon .....	Pens .....	5 00
W. S. Mitchell .....	Carpeting, oil-cloth, &c .....	136 94
M. C. Mitchell .....	Stoves .....	46 50
W. B. Moses .....	Desk and chairs .....	75 50
J. M. Evans .....	Medicine for horse .....	1 00
William Smith .....	Ribbon-stamp .....	8 00
C. W. Tyson .....	Postage-stamps .....	3 00
G. G. Cornwell & Sons .....	Soap .....	6 67
E. Edwards .....	Making book-case .....	6 00
Chase & Gould .....	Harness .....	47 00
William Hounschild .....	Carpet-work .....	10 50
H. Newbeck .....	Repairing locks .....	7 75
Joseph L. Savage .....	Coal-hods, dusters, &c .....	7 50
W. Choate & Co .....	Stationery .....	31 26
M. L. Larner .....	1 copy of Boynton's Record, for library ..	2 00
Total amount .....		4,457 38

No. 2.—*Contingent office expenses of Bureau Yards and Docks.*

FROM DECEMBER 1, 1874, TO JUNE 30, 1875.

Date.	Name.	Article.	Amount.
1874.			
Dec. 4	Warren Choate .....	Stationery .....	\$14 00
Dec. 16	C. Hunt .....	Car-tickets .....	10 00
Dec. 17	W. B. Moses .....	Furniture .....	61 00
Dec. 31	N. Addison .....	Washing towels .....	5 00
Dec. 31	R. E. Williams .....	Repairing chair .....	1 50
1875.			
Jan. 2	W. Ballantyne .....	Stationery .....	14 25
Jan. 6	W. H. Dempsey .....	do .....	59 55

No. 2.—*Contingent office expenses of Bureau Yards and Docks*—Continued.

Date.	Name.	Article.	Amount.
1875.			
Jan. 6	Kennebec & Potomac Ice Company.	Ice .....	\$31 60
Jan. 6	Warren Choate & Co.	Stationery .....	40 80
Jan. 6	W. S. Mitchell .....	Shades .....	8 00
Jan. 8	Adams Express Company .....	Freight .....	75
Jan. 11	H. Reilly .....	Kindling-wood .....	10 00
Jan. 14	W. H. Boyd .....	Office directory .....	5 00
Jan. 22	N. Peters .....	Photo-lithographs .....	60 00
Feb. 2	W. Choate .....	Stationery .....	39 30
Feb. 4	C. Hunt .....	Expressage .....	1 25
Feb. 5	J. Disturnel .....	United States Register .....	1 50
Feb. 6	J. H. Warrick .....	Planisphere .....	30 00
Feb. 19	W. H. Dempsey .....	Stationery .....	18 30
Feb. 24	G. N. Rider .....	Cyclopedia .....	14 00
Feb. 26	W. S. Mitchell .....	Carpets, &c .....	524 58
Feb. 23	J. W. McKnight .....	do .....	166 20
Mar. 1	W. Honnisch .....	Putting down carpets .....	3 50
Mar. 13	G. E. Tyson .....	Copy Arctic Explorations .....	4 00
Mar. 19	Nautical Gazette .....	Subscription .....	5 00
Mar. 31	W. Ballantyne .....	Stationery .....	9 39
Apr. 1	N. Addison .....	Washing towels .....	6 00
Apr. 3	Kennebec & Potomac Ice Company.	Ice .....	15 40
Apr. 3	Warren Choate & Co .....	Stationery .....	14 00
Apr. 5	Boteler & Bro .....	Pitcher and waiter .....	16 00
Apr. 8	Republican .....	Subscription .....	8 00
Apr. 9	R. E. Williams .....	Repairing locks .....	1 00
Apr. 18	R. B. Mohun .....	Subscription, Van Nostrand .....	5 00
Apr. 28	J. W. Gainer .....	Ribbon-stamp .....	1 50
Apr. 30	J. L. Savage .....	Water-cooler .....	10 00
May 22	G. N. Sullivan .....	Sherman's Memoirs .....	8 50
June 18	John Lockie .....	Subscription .....	5 00
June 16	H. O. Towle .....	Chairs .....	32 00
June 23	L. R. Jones .....	Awnings .....	20 00
June 26	W. H. Dempsey .....	Stationery .....	25 05
June 26	W. Ballantyne .....	do .....	4 45
June 30	Kennebec Ice Company .....	Ice .....	7 80
June 30	John Lockie .....	Office directory .....	2 50
June 30	N. Addison .....	Washing towels .....	5 00
June 30	Warren Choate .....	Stationery .....	
June 30	W. H. Dempsey .....	do .....	138 50
June 30	G. N. Rider .....	Cyclopedia .....	14 00
June 30	G. N. Rider .....	do .....	28 00
June 30	D. J. Partello .....	Car-tickets .....	5 65
	Total .....		1,511 82

FROM JULY 1 TO NOVEMBER 30, 1875.

1875.			
July 1	E. Q. Gunson .....	Office directory .....	\$5 00
July 2	Washington City Post-Office .....	Postage .....	3 90
Aug. 12	Army and Navy Journal .....	Subscription .....	6 00
Aug. 16	W. H. Dempsey .....	Stationery .....	20 10
Sept. 25	A. J. Mora .....	Photographs .....	40 00
Oct. 1	W. H. Dempsey .....	Stationery .....	39 80
Oct. 2	Kennebec Ice Company .....	Ice .....	7 80
Oct. 4	Francis Lamb .....	Frame .....	2 75
Oct. 4	N. Addison .....	Washing towels .....	9 00

No. 2.—*Contingent office expenses of Bureau Yards and Docks—Continued.*

Date.	Name.	Article.	Amount.
1875.			
Oct. 9	E. H. Cole .....	Cases .....	\$125 00
Oct. 15	Warren Choate .....	Penknives .....	9 31
Oct. 15	N. Addison .....	Table-cover .....	1 50
	Total .....		270 16

No. 3.—*Detailed statement of office expenditures of the Bureau of Construction and Repair, Navy Department, under appropriation contingent, from December 1, 1874, to June 30, 1875, and from July 1, 1875, to November 30, 1875.*

EXPENDED FROM DECEMBER 1, 1874, TO JUNE 30, 1875.

Name.	Article.	Amount.
H. A. Goldsborough .....	Car-tickets .....	\$5 00
H. A. Goldsborough .....	Postage-stamps .....	40
Warren Choate & Co .....	Stationery .....	55 75
R. B. Mohun & Co .....	Books, &c .....	15 25
R. E. Williams .....	Casters for chair .....	1 50
William Ballantyne .....	Stationery .....	20 50
W. S. Mitchell & Co .....	Laying carpets .....	15 00
Kennebec Ice Company .....	Ice .....	12 80
John A. Simms .....	Washing towels .....	5 00
J. W. Boteler & Co .....	Andirons, &c .....	9 50
Dennis Reily .....	Kindling stuff .....	5 00
W. H. Boyd .....	City Directory .....	5 00
R. B. Mohun & Co .....	Book, &c .....	71 00
George M. Schaefer .....	Shades, &c .....	38 16
Warren Choate & Co .....	Paper .....	26 25
S. Disturnell .....	Register for 1875 .....	1 50
L. Rice .....	Cleaning carpets .....	3 00
A. Berry .....	Laying carpets .....	2 50
N. W. Burchell .....	Brooms, buckets, &c .....	5 75
Warren Choate & Co .....	Stationery .....	26 50
William Ballantyne .....	do .....	6 50
E. Edwards .....	Making boxes .....	5 00
Kennebec Ice Company .....	Ice .....	11 55
John A. Simms .....	Washing towels .....	5 00
National Republican .....	Subscription .....	8 00
E. Edwards .....	Packing-boxes .....	5 00
F. Philp .....	United States Directory .....	10 00
N. W. Burchell .....	Soap .....	3 30
Mohun Bros .....	Books, &c .....	21 00
M. E. Mann .....	Books .....	8 50
E. Edwards .....	Frames, repairing doors, &c .....	25 00
John Lockie .....	Office Directory .....	5 00
Warren Choate & Co .....	Stationery .....	11 32
Kennebec Ice Company .....	Ice .....	6 10
William Ballantyne .....	Stationery .....	17 25
W. S. Mitchell .....	Carpets, &c .....	122 76
John A. Simms .....	Washing towels .....	5 00
W. W. Farr .....	Repairing clocks .....	5 00
Total .....		606 84

No. 3.—*Detailed statement of office expenditures of Bureau of Construction and Repair, &c.—Continued.*

EXPENDED FROM JULY 1, 1873, TO NOVEMBER 30, 1875.

Name.	Article.	Amount.
C. E. Greer.....	Repairing chairs.....	3 00
L. E. Jones.....	Hanging awnings.....	1 50
W. S. Mitchell.....	Carpets.....	56 84
Mohun Brothers.....	Directories, &c.....	19 40
H. O. Towles.....	Matting.....	15 66
N. W. Burchell.....	Soap.....	5 00
L. Rice.....	Taking up carpets.....	4 40
G. W. Chamberlen.....	Painting mantels, &c.....	6 00
H. A. Goldsborough.....	Car-tickets.....	5 00
E. Edwards.....	Making boxes.....	15 00
B. T. Hanley.....	Bouvier's directory.....	9 60
E. Edwards.....	Packing boxes.....	7 50
J. Kelly.....	Repairing stove.....	6 40
Joseph L. Savage.....	Bucket.....	2 50
William H. Dempsey.....	Stationery.....	32 80
Kennebec Ice Company.....	Ice.....	7 80
John A. Simms.....	Washing towels.....	5 50
Warren Choate & Co.....	Stationery.....	26 33
L. E. Jones.....	Taking down awnings.....	1 00
E. Edwards.....	Carpet-sill and box.....	4 75
G. W. Chamberlen.....	Painting fenders, &c.....	3 00
W. H. Harrover.....	Stove, &c.....	31 95
W. S. Mitchell.....	Oil-cloth and laying carpets.....	75 00
Dennis Reily.....	Kindling stuff.....	5 00
Franklin & Co.....	Stereoscope.....	7 00
Total.....		357 93

NAVY DEPARTMENT,  
*Bureau of Construction and Repair.*I. HANSCOM,  
*Chief of Bureau.*No. 4.—*Statement of the contingent office expenses of the Bureau of Equipment and Recruiting.*

FROM DECEMBER 1, 1874, TO JUNE 30, 1875, INCLUSIVE.

To whom paid.	Object.	Amount.
Warren Choate & Co.....	Stationery.....	\$14 50
Kennebec and Potomac Ice Company..	Ice.....	19 20
W. S. Mitchell & Co.....	Laying carpets.....	15 00
Benj. Harris.....	Washing towels.....	5 00
J. W. Boteler & Bro.....	Sundries.....	8 35
J. H. Warwick.....	Terrestrial Planisphere.....	30 00
J. Disturnell.....	United States Register 1875.....	1 50
S. T. Dyer.....	Car-fare for official purposes.....	10 00
Warren Choate & Co.....	Stationery.....	30 60
Kennebec and Potomac Ice Company..	Ice.....	18 42
H. Newbeck.....	Repairing locks.....	6 25
W. H. Boyd.....	City Directory.....	5 00
W. H. Dempsey.....	Stationery.....	3 00
Joseph Gawler.....	Packing-boxes.....	15 42
William Ballantyne.....	Stationery.....	28 06

8 CONTINGENT FUND OF THE NAVY DEPARTMENT.

No. 4.—*Statement of the contingent office expenses of the Bureau of Equipment and Recruiting—Continued.*

To whom paid.	Object.	Amount.
Benj. Harris .....	Washing towels .....	\$5 00
L. R. Jones .....	Recovering and putting up awnings .....	16 00
Warren Choate & Co. ....	Stationery .....	30 05
M. E. Mann .....	Sherman's Memoirs .....	8 50
William Shepherd .....	Shaking carpets .....	7 50
E. O. Cook & Co .....	Pepper for carpets, (preserving) ..	1 50
John Lookie .....	Office Directory 1874 .....	5 00
William Ballantyne .....	Stationery .....	30 13
Warren Choate & Co .....	do .....	16 50
Kennebec Ice Company .....	Ice .....	9 36
J. W. Boteler & Bro .....	Sundries .....	1 00
J. T. Mitchell .....	Cotton .....	1 54
William Ballantyne .....	Stationery .....	26 75
Total .....		369 13

FROM JULY 1, 1875, TO NOVEMBER 30, 1875, INCLUSIVE.

S. T. Dyre .....	Car-fare for official purposes .....	\$10 00
William S. Mitchell & Co. ....	Sundries .....	4 15
G. N. Rider .....	Appleton's Cyclopædia .....	28 00
Benjamin Harris .....	Washing towels .....	5 00
W. W. Farr .....	Winding and care of clocks .....	10 92
Warren Choate & Co .....	Stationery .....	29 27
Warren Choate & Co .....	Statistical Atlas of United States ..	16 00
J. W. Boteler & Bro .....	Sundries .....	20 25
W. H. Dempsey .....	Stationery .....	105 00
H. O. Towles .....	Chair .....	8 50
Kennebec Ice Company .....	Ice .....	9 36
Benjamin Harris .....	Washing towels .....	5 00
L. R. Jones .....	Taking down awnings .....	1 00
Warren Choate & Co .....	Stationery .....	62 79
W. W. Farr .....	Repairing clock .....	2 50
Total .....		317 74

No. 5.—*Statement of contingent office expenses under Bureau of Steam-Engineering, Navy Department.*

FROM DECEMBER 1, 1874, TO JUNE 30, 1875.

Date.	Name.	Article.	Amount.
1875.			
Jan. 4	R. T. Iverson .....	Washing towels .....	\$6 00
Jan. 5	William Ballantyne .....	Stationery .....	137 63
Jan. 5	Warren Choate & Co .....	do .....	34 93
Jan. 5	Kennebec Ice Company .....	Ice .....	24 00
Jan. 5	do .....	do .....	24 00
Jan. 14	William H. Boyd .....	City Directory .....	5 00
Jan. 30	William B. Moses .....	Mats .....	23 50
Feb. 2	Warren Choate & Co .....	Stationery .....	118 60
Feb. 4	Francis Wilner .....	Clean'g and relaying carpets .....	21 42
Feb. 12	William H. Farr .....	Repairing clock .....	8 00
Feb. 14	J. K. Vernon .....	Repairing office-furniture ..	27 25
Feb. 26	E. A. Butts .....	Alcohol and soap .....	21 40
	Total .....		455 73

No. 5.—*Statement of contingent expenses under Bureau of Steam-Engineering, &c.*—Continued.

FROM JULY 1, 1875, TO NOVEMBER 30, 1875.

Date.	Name.	Article.	Amount.
1875.			
July 2	J. H. Warrick .....	1 Terrestrial planesphere...	\$30 00
July 7	E. Q. Gunson & Co .....	1 year's subscription Bureau Guide.	5 00
July 7	F. Schneider .....	Buckets, brushes, dusters, &c	30 30
July 17	Francis Willner .....	Matting, fire-screens, &c...	114 08
Aug. 12	Warren Choate & Co .....	Stationery .....	145 00
Aug. 12	William H. Dempsey .....	do .....	113 15
Sept. 1	do .....	do .....	278 40
Sept. 2	Warren Choate & Co .....	do .....	49 65
Sept. 22	Adams Express Company .....	Freight .....	22 00
Oct. 6	R. T. Iverson .....	Washing towels .....	6 00
Oct. 8	Kennebec Ice Company .....	Ice .....	7 80
Oct. 9	James Kelly .....	Repairing stoves, &c .....	14 50
Oct. 14	Warren Choate & Co .....	Stationery .....	74 01
Nov. 9	do .....	do .....	17 20
Nov. 30	J. W. Boteler & Bro. ....	Fire-screen .....	6 00
	Total .....		913 09

No. 6.—*Contingent office expenses of Bureau of Navigation.*

FROM DECEMBER 1, 1874, TO JUNE 30, 1875.

Date.	Name.	Article.	Amount.
1874.			
Dec. 7	Warren Choate & Co .....	Stationery .....	\$84 43
1875.			
Jan. 2	J. W. Joyce .....	Car-tickets and expressage ..	5 52
Jan. 2	William Ballantyne .....	Stationery .....	11 02
Jan. 2	John Smith .....	Washing towels .....	8 00
Jan. 4	Kennebec and Potomac Ice Company.	Ice .....	12 64
Jan. 5	Warren Choate & Co .....	Stationery .....	40 50
Jan. 14	William H. Boyd .....	City Directory .....	10 00
Feb. 2	Robert Beall .....	Almanac .....	2 75
Feb. 3	Warren Choate & Co .....	Stationery .....	10 70
Feb. 4	James Williams .....	Cleaning matting .....	6 00
Feb. 6	Lorenzo Rice .....	Cleaning and dyeing carpets.	16 60
Feb. 16	J. B. Dodson .....	Matting, carpeting, &c .....	161 44
Feb. 20	Rice Brothers .....	Photographs, frame, and mat	25 00
Feb. 24	Julius Vielt .....	Repairing .....	25 00
Mar. 1	W. W. Farr .....	Clock .....	2 00
Mar. 3	F. Lemmer .....	Opening locks .....	7 00
Mar. 5	W. H. Harrover .....	Wire-fender .....	8 00
Mar. 11	J. W. Joyce .....	Car-tickets, &c .....	11 59
Mar. 22	William Hounschild .....	Hanging pictures, &c .....	8 03
Mar. 30	B. F. Schwartz .....	Matches .....	4 50
Apr. 1	John A. Smith .....	Washing towels .....	8 00
Apr. 2	Warren Choate & Co .....	Stationery .....	21 73
Apr. 3	Kennebec and Potomac Ice Company.	Ice .....	13 86
Apr. 29	F. Schneider & Son .....	Hatchet, chisel, and pick ...	1 75
May 1	J. W. Gainer .....	Rubber-stamp .....	3 50
June 1	H. Neubeck .....	Keys, tags .....	3 50
June 12	L. Williams .....	Repairing chair .....	1 00
June 30	John Smith .....	Hooks and screws .....	19
	Total .....		514 25



No. 6.—*Contingent expenses of Bureau of Navigation, &c.*—Continued.

FROM JULY 1, 1875, TO NOVEMBER 30, 1875.

Date.	Name.	Article.	Amount.
1875.			
July 1	William Ballantyne .....	Stationery .....	\$14 06
July 1	F. Lemmer .....	Repairing .....	2 50
July 1	John A. Smith .....	Washing towels .....	8 00
July 1	Kennebec Ice Company .....	Ice .....	7 02
July 9	E. L. Gunson & Co .....	Business-Guide .....	5 00
July 17	W. W. Farr .....	Care three clocks one year ..	16 38
July 19	J. W. Joyce .....	Car-tickets, &c .....	3 75
July 24	Lorenzo Rice .....	Cleaning four carpets .....	11 60
Aug. 24	W. H. Dempsey .....	Stationery .....	45 40
Aug. 25	J. W. Joyce .....	Car-tickets, &c .....	5 77
Sept. 2	Warren Choate & Co .....	Stationery .....	12 80
Oct. 5	John A. Smith .....	Washing towels .....	8 00
Oct. 11	Lake R. Jones .....	Taking down awnings .....	3 00
Oct. 13	Kennebec Ice Company .....	Ice .....	7 02
Oct. 15	Warren Choate & Co .....	Stationery .....	12 11
Oct. 16	M. C. Mitchell .....	Stoves .....	28 00
Oct. 30	William F. Lutz .....	Dating-stamp .....	32 00
Nov. 5	Samuel Wills .....	Laying carpets .....	10 00
Nov. 16	Julius Viedt .....	Repairing .....	11 00
	Total .....		243 41

No. 7.—*Contingent office expenses of the Bureau of Provisions and Clothing.*

FROM DECEMBER 1, 1874, TO JUNE 30, 1875.

Date.	Name.	Nature of service.	Amount.
1874.			
Dec. 2	F. Lemmer .....	Fitting keys to case .....	\$5 20
Dec. 10	W. R. Brown .....	Bucket, matches, candles, &c ..	9 46
Dec. 15	W. Choate & Co .....	Stationery .....	52 60
1875.			
Jan. 2	J. H. Byram .....	1 case and 1 sash .....	59 00
Jan. 4	Kennebec and Potomac Ice Co ..	Ice, 4th quarter, 1874 .....	12 00
Jan. 4	W. Lucas .....	Car-tickets .....	10 00
Jan. 4	J. Pierre .....	Washing towels .....	6 00
Jan. 8	Dennis Rely .....	Kindling, 1st quarter .....	10 00
Jan. 14	W. H. Boyd .....	2 copies Boyd's Directory .....	10 00
Jan. 16	J. Kelly .....	1 bucket, japanned .....	2 50
Jan. 19	William Lucas .....	Material and making towels ..	13 50
Feb. 3	W. Choate & Co .....	Stationery .....	16 58
Feb. 23	J. W. McKnight .....	Carpets .....	165 50
Mar. 1	W. Choate & Co .....	Stationery .....	13 00
Jan. 2	William Ballantyne .....	do .....	12 80
Mar. 19	Captain Tyson .....	1 copy Arctic Experiences ..	4 00
Mar. 31	William Ballantyne .....	Stationery .....	9 19
Apr. 1	W. Choate & Co .....	do .....	12 15
Apr. 1	Kennebec and Potomac Ice Co ..	Ice .....	11 55
Apr. 6	J. Gawler .....	Repairs on furniture .....	15 25
Apr. 14	Samuel West .....	Washing towels .....	6 00
Apr. 19	William Lucas .....	Soap, cartage, and car-tickets ..	13 50
June 5	F. Lemmer .....	Repairs on furniture .....	2 00
June 19	John Lockie .....	Office Directory .....	5 00
June 30	W. Choate & Co .....	Stationery .....	10 09
June 28	William Ballantyne .....	do .....	10 06
	Total .....		496 93

No. 7.—*Contingent office expenses of the Bureau of Provisions and Clothing*  
—Continued.

FROM JULY 1, 1875, TO NOVEMBER 30, 1875.

Date.	Name.	Nature of service.	Amount.
1875.			
July 1	E. Q. Gunnson .....	Business Guide .....	\$5 00
July 1	W. M. Minor .....	Taking up and shaking carpets.	20 00
July 2	J. L. Savage .....	Water-cooler and stand ....	15 00
July 1	G. N. Rider .....	1 copy Sherman's Memoirs ..	8 50
July 31	Samuel West .....	Washing towels .....	6 00
July 7	L. R. Jones .....	9 new awnings and hanging same.	72 75
July 7	F. Lemmer .....	Repairs on chairs and locks.	4 00
July 10	W. R. Brown .....	Hatchet, goblets, brushes, &c.	12 50
July 15	A. Burgdorff .....	2 oak chairs and repairs on furniture.	35 50.
July 15	W. S. Thompson .....	Soap and camphor .....	12 50
July 17	William Farr .....	Care of clock .....	5 46
July 20	G. N. Rider .....	4 volumes American Cyclo-pædia.	28 00
Aug. 17	W. Choate & Co. ....	Stationery .....	24 92
Sept. 1	W. Choate & Co. ....	Stationery and atlas .....	18 80
Sept. 2	J. W. Boteler & Bro. ....	1 pitcher for bureau .....	14 00
Sept. 16	H. O. Towles .....	1 chair .....	8 50
Sept. 23	William Lucas .....	Car-tickets .....	10 00
Oct. 2	William H. Dempsey .....	Stationery .....	52 25
Oct. 2	Kennebec and Potomac Ice Company.	Ice .....	7 80
Oct. 5	W. M. Williams .....	Putting down carpets and cleaning.	20 00
Oct. 5	Samuel West .....	Washing towels .....	6 00
Oct. 14	W. B. Moses .....	Office chair and cushion .....	21 00
Nov. 6	W. Choate & Co. ....	Stationery .....	7 57
Nov. 2	J. H. Byram .....	1 sash and glazing same .....	17 00
Nov. 27	L. R. Jones .....	Taking down awnings .....	5 00
Nov. 29	J. W. Boteler & Bro .....	Dusters, matches, &c .....	14 62
	Total .....		452 67

No. 8.—*Contingent office expenses of Bureau of Ordnance, Navy Department.*

FROM DECEMBER 1, 1874, TO JUNE 30, 1875.

Name.	Article.	Amount.
Warren Choate & Co .....	Stationery .....	\$31 40
G. E. Jordan .....	Hauling .....	1 49
S. Auguste .....	Washing towels .....	6 00
W. Ballantyne .....	Stationery .....	12 65
W. H. Boyd .....	Directory .....	5 00
G. E. Jordan .....	Hauling .....	1 00
Warren Choate & Co .....	Stationery .....	19 68
C. H. Middleton .....	Car-tickets .....	10 00
James Brown .....	Cleaning carpets .....	14 00
Warren Choate & Co .....	Stationery .....	75 10
G. E. Tyson .....	Arctic expedition .....	4 00
James Kelly .....	Repairing stoves .....	8 50
Joseph L. Savage .....	Buckets, &c .....	8 50
W. Ballantyne .....	Stationery .....	14 25
Warren Choate & Co .....	do .....	54 90

No. 8.—*Contingent office expenses of Bureau of Ordnance, &c.*—Continued.

Name.	Article.	Amount.
S. Auguste .....	Washing towels .....	\$6 00
C. H. Middleton .....	Car-tickets .....	10 00
George A. Sullivan .....	Hauling .....	8 50
L. R. Jones .....	Awnings .....	4 50
John Lockie .....	Office Directory .....	5 00
J. L. Savage .....	Hardware .....	1 85
S. Auguste .....	Washing towels .....	6 00
Warren Choate & Co .....	Stationery .....	52 82
Ice Company .....	Ice .....	9 75
W. Ballantyne .....	Stationery .....	24 10
C. H. Middleton .....	Car-tickets .....	5 00
W. W. Farr .....	Attending to clock .....	10 92
W. H. Dempsey .....	Stationery .....	162 00
C. H. Middleton .....	Car-tickets .....	93 00
E. Q. Gunson .....	Office Directory .....	5 00
<b>Total</b> .....		<b>578 83</b>

FROM JULY 1, 1875, TO NOVEMBER 30, 1875.

L. Rice .....	Cleaning carpets .....	\$12 85
Warren Choate & Co .....	Stationery .....	17 30
James Kelley .....	Cleaning stoves .....	5 10
William Hounschild .....	Putting down carpets .....	11 92
S. Auguste .....	Washing towels .....	6 00
Ice Company .....	Ice .....	11 70
L. R. Jones .....	Putting up awnings .....	3 00
Warren Choate & Co .....	Stationery .....	23 07
W. H. Dempsey .....	do .....	48 30
E. F. Simpson .....	Hauling .....	1 75
Levi Curry .....	Repairing furniture .....	12 00
L. Williams .....	Making packing-boxes .....	7 65
Joseph L. Savage .....	Buckets and sponge .....	5 50
<b>Total</b> .....		<b>166 14</b>

No. 9.—*Statement of contingent office expenses Bureau of Medicine and Surgery.*

FROM DECEMBER 1, 1874, TO JUNE 30, 1875.

Name.	Article.	Amount.
W. Choate & Co .....	Office stationery .....	\$5 18
W. R. Brown .....	Brooms, brushes, &c .....	18 25
M. B. Clark .....	Cartage and washing towels .....	19 65
Ice Company .....	Ice .....	25 60
W. Ballantyne .....	Office stationery .....	30 97
M. B. Clark .....	Cartage and washing towels .....	3 20
Dennis Riley .....	Kindling-blocks .....	10 00
Z. D. Gilman .....	Soap .....	4 50
W. H. Boyd .....	City Directory .....	10 00
W. W. Farr .....	Repairing clock .....	3 50

No. 9.—*Statement of contingent office expenses Bureau of Medicine and Surgery—Continued.*

Name.	Article.	Amount.
William Hounschild.....	Repairing window-shades.....	\$6 65
W. Choate & Co.....	Office stationery.....	31 60
G. Rice.....	Cleaning carpets.....	4 65
L. R. Jones.....	Laying carpets.....	4 65
M. B. Clark.....	Cartage and washing towels.....	7 85
Charles Flint.....	Soap, &c.....	3 00
W. Choate & Co.....	Stationery.....	8 75
Total .....	.....	198 00

FROM JULY 1, 1875, TO NOVEMBER 30, 1875.

Gunson & Co.....	Business-Guide.....	\$5 00
W. Choate & Co.....	Paper.....	2 87
M. B. Clark.....	Telegrams.....	4 12
William Hounschild.....	Repairs window-shades.....	5 25
W. Choate & Co.....	Office stationery.....	63 65
W. H. Dempsey.....	do.....	70 10
Charles Flint.....	Sundries.....	3 00
W. Choate & Co.....	Office stationery.....	28 20
M. B. Clark.....	Cartage and washing towels.....	13 89
Ice Company.....	Ice.....	12 48
W. H. Dempsey.....	Office stationery.....	14 63
M. B. Clark.....	Laying carpets, &c.....	10 00
W. Choate & Co.....	Stationery.....	10 40
Total .....	.....	243 59

No. 10.—*Report of expenditures of contingent, Navy Department building.*

FROM DECEMBER 1, 1874, TO NOVEMBER 30, 1875.

Name.	Article.	Amount.
Washington Gas-Light Company.....	Gas.....	\$26 25
James Kelly.....	Repairing stoves, &c.....	33 50
A. R. Shepherd & Co.....	Plumbing.....	59 62
James Kelly.....	Plates for steps.....	125 50
Charles Sioussa.....	Plastering.....	43 00
Henry Newbeck.....	Repairing locks.....	6 75
John Alexander.....	Papering rooms damaged by fire..	97 30
Washington Gas-Light Company.....	Gas.....	29 25
W. Herbert.....	Care of water-closets.....	25 00
Dennis Reiley.....	Kindling.....	10 00
J. F. Sanner.....	Repairs to building on account of fire.	159 92
W. H. Thompson.....	Mason's work.....	4 00
J. Lenman.....	Labor on account of fire.....	4 00
Cassat Atkinson.....	do.....	19 00
William Duncan.....	do.....	7 50
J. H. Toliver.....	do.....	24 00
L. Yates.....	do.....	4 00

No. 10.—*Report of expenditures of contingent, Navy Department building—Continued.*

Name.	Article.	Amount.
Isaac Webster.....	Labor on account of fire.....	\$4 50
James Kelly.....	Repairing hot-air pipe.....	4 00
J. M. Mitten.....	Labor on account of fire.....	11 25
H. Newbeck.....	Making keys for locks.....	14 25
Washington Gas-Light Company.....	Gas.....	53 50
S. Gray.....	Labor on account of fire.....	60 00
Lieut. D. G. McRitchie.....	Transportation.....	2 80
W. H. Thompson.....	Repairs to chimneys.....	15 00
Marion Safe Company.....	Repairs to safe.....	124 75
J. R. P. Carpenter.....	Plastering.....	710 00
R. Magruder.....	Labor on account of fire.....	8 00
J. W. McKnight & Co.....	Repairing furniture.....	110 00
L. H. Schneider.....	Nails.....	7 50
Robert Ware.....	Labor.....	6 00
Samuel Barnes.....	do.....	9 25
William Hounschild.....	Putting down carpets.....	118 40
William Thompson, jr.....	Walling up fire-places.....	15 00
L. J. Denham.....	Sperm oil.....	2 40
James Kelly.....	Register and fitting same.....	6 00
A. R. Shepherd & Co.....	Plumbing.....	121 85
Charles Moulton.....	Hauling ashes.....	20 75
Fred. Dreker.....	Labor on account of fire.....	12 00
E. Moulton.....	do.....	4 50
R. A. Whitehand.....	Badges for watch.....	34 00
Washington Gas-Light Company.....	Gas.....	76 75
James Kelly.....	Tinners' work.....	14 75
J. W. Sands & Co.....	Hard wood.....	38 50
J. F. Sanner.....	Carpenters' work.....	86 54
R. Green.....	Sawing wood.....	6 32
Adams & Stickney.....	Gas-regulator.....	100 00
R. Johnson.....	Labor on account of fire.....	26 00
C. H. Lake.....	Manure for grounds.....	10 00
Walton Bros.....	Fire-extinguisher.....	60 00
R. M. Miller & Son.....	Wood.....	60 85
James Ball.....	Repairing chairs.....	8 50
Charles Moulton.....	Removing ashes.....	11 75
R. Green.....	Sawing and stowing wood.....	12 10
James Kelly.....	Tinner's work.....	11 00
Charles Moulton.....	Sawing wood.....	1 00
Jos. Gawler.....	Repairing furniture.....	15 59
H. Newbeck.....	Repairing locks.....	9 50
Kennebec Ice Company.....	Ice.....	19 25
S. Emery.....	Pine wood.....	12 00
L. Muse.....	Washing towels.....	12 00
William Hounschild.....	Putting down matting.....	7 00
W. F. Gardner.....	Repairing clock.....	16 00
Washington Gas-Light Company.....	Gas.....	150 00
H. Newbeck.....	Taking down bell, &c.....	8 75
F. C. Brown.....	Hammer.....	1 00
Mrs. W. H. Godey.....	Lime, &c.....	4 40
Washington Gas-Light Company.....	Gas.....	44 75
C. T. Bowen.....	Painting roof.....	26 00
James Kelly.....	Covering sky-lights.....	20 50
E. Moulton.....	Hauling ashes.....	9 00
William Hounschild.....	Taking down curtains, &c.....	8 00
J. L. Savage.....	Baskets, brushes, &c.....	16 25
Washington Gas-Light Company.....	Gas.....	55 00
F. Schneider & Son.....	Hardware.....	4 25
C. C. Bryan.....	Soap, brush, &c.....	2 32
William Herbert.....	Care of water-closets.....	13 99
Chronicle Publishing Company.....	Advertising.....	54 00
Ringwalt, Hack & Miller.....	do.....	18 48
Do.....	do.....	13 80

No. 10.—*Report of expenditures of contingent, Navy Department building—Continued.*

Name.	Article.	Amount.
Georgetown Courier .....	Advertising .....	\$9 00
William Herbert .....	Care of water-closets .....	11 01
Evening Star .....	Advertising .....	38 00
J. F. Sanner .....	Carpenter-work .....	49 00
Kennebec Ice Company .....	Ice .....	12 01
A. R. Shepherd & Bro .....	Plumbing .....	176 97
Do .....	Leather hose .....	172 65
P. Adams .....	Charcoal .....	10 00
James Kelly .....	Laying zinc .....	9 00
Washington Gas-Light Company .....	Gas .....	27 25
J. R. P. Carpenter .....	Plastering .....	10 00
L. R. Jones .....	Awning work .....	24 00
H. W. Cockrill .....	Charcoal .....	19 50
Washington Gas-Light Company .....	Gas .....	7 80
William Hounschild .....	Cambrie, &c. ....	52 00
A. Moulton .....	Removing ashes .....	1 25
F. A. Conrad .....	Door work .....	1 50
Stephenson Bros .....	Coal and wood .....	919 03
James Kelly .....	Work on sky-lights .....	55 50
Alex. Moulton .....	Removing ashes .....	75
George W. Downey .....	Repairing lightning-rod .....	15 00
James Kelly .....	Laying zinc .....	37 90
Paddon & Sibley .....	Plastering .....	55 00
E. H. Cole .....	Brackets, gate, &c. ....	45 50
B. F. Barker .....	Repairing sidewalk .....	80 25
H. Newbeck .....	Repairing bell .....	5 50
William Thompson .....	Repairing fire-places .....	154 00
J. B. Christoffel .....	Scrapers, &c. ....	18 40
L. R. Jones .....	Awning work .....	8 50
James Kelly .....	Stove-pipe, &c. ....	5 50
Alex. Moulton .....	Removing ashes .....	3 50
Stephenson Bros .....	Fuel .....	1,359 19
James Kelly .....	Work on chimneys .....	12 00
Lake Jones .....	Work on sky-lights .....	16 50
G. W. Chamberlen .....	Painting .....	57 00
E. H. Cole .....	Making book-case .....	14 00
Washington Gas-Light Company .....	Gas from September 1 to October 1 .....	54 25
Do .....	Gas from October 1 to November 1 .....	68 25
A. Banks .....	Sweeping chimneys .....	36 00
James Kelly .....	Repairs to furnace .....	15 00
McLain & Ostrander .....	Repairing chairs .....	3 50
J. W. Boteler & Bro .....	Brush, fire-sets, &c. ....	35 50
Total .....	.....	6,926 64

No. 1.—*Statement of expenditures from appropriation contingent Navy, incurred and paid at the various Navy-pay offices of the United States, from December 1, 1874, to June 30, 1875, and from July 1, 1875, to December 1, 1875.*

## NAVY-PAY OFFICE, PORTSMOUTH, N. H.

*From December 1, 1874, to June 30, 1875. Pay-Inspector C. H. Eldredge.*

Salaries of clerk, messenger, fuel, stationery, and incidental expenses .....	\$3,199 97
Transportation .....	323 20

*From July 1, 1875, to December 1, 1875. Paymaster A. J. Clark.*

Salaries of clerk, messenger, fuel, stationery, and incidental expenses .....	1,834 12
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## NAVY-PAY OFFICE, BOSTON.

*From December 1, 1874, to June 30, 1875. Pay-Director C. W. Abbot.*

Salaries of clerk, messenger, fuel, stationery, and incidental expenses .....	5,303 76
Transportation .....	632 50

*From July 1, 1875, to December 1, 1875. Pay-Director C. W. Abbot.*

Salaries of clerk, messenger, fuel, stationery, and incidental expenses .....	3,378 31
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## NAVY-PAY OFFICE, NEW YORK.

*From December 1, 1874, to June 30, 1875. Pay-Director George F. Cutler.*

Salaries of clerks, messenger, fuel, stationery, and incidental expenses .....	7,164 34
Expenses of courts-martial, courts of inquiry, examining-boards, witnesses' fees, and traveling expenses .....	237 14
Transportation .....	470 00

*From July 1, 1875, to December 1, 1875. Pay-Director George F. Cutler.*

Salaries of clerks, messenger, fuel, stationery, and incidental expenses .....	4,567 92
Expenses of courts-martial, courts of inquiry, examining-boards, witnesses' fees, and traveling expenses .....	145 40
Transportation .....	225 00

## NAVY-PAY OFFICE, PHILADELPHIA.

*From December 1, 1874, to June 30, 1875. Pay-Inspector A. W. Russell.*

Salaries of clerks, messenger, fuel, stationery, and incidental expenses .....	7,262 86
Newspapers and advertising .....	1,430 82
Telegraphing, foreign and domestic .....	250 00

*From July 1, 1875, to December 1, 1875. Pay-Inspector A. W. Russell.*

Salaries of clerks, messenger, fuel, stationery, and incidental expenses .....	4,084 56
Advertising .....	553 93
Telegraphing, foreign and domestic .....	397 00
Expenses of courts-martial, courts of inquiry, examining-boards, witnesses' fees, and traveling expenses .....	6 00

## NAVY-PAY OFFICE, WASHINGTON.

*From December 1, 1874, to June 30, 1875. Pay-Inspector G. E. Thornton.*

Salaries of clerks, messenger, fuel, stationery, and incidental expenses .....	5,353 22
Expenses incident on the fire in Navy Department, viz:	

J. Alexander, papering, &c. ....	\$999 85
A. Burgdorf, repairing furniture .....	430 00
G. W. Chamberlin, painting and glazing .....	503 40
L. R. Jones, repairing awnings .....	218 50
C. Klotz, subsistence of firemen, workmen, and watchmen .....	151 75
W. B. Moses, carpets .....	155 23
A. R. Shepherd & Co., repairing furnace, grate, &c. ....	131 29
M. West, plastering .....	40 00
	<hr/>
	2,630 02

Services of special watch, including captain, lieutenant, watchmen, and laborers, viz:

George E. Tyson, captain, 147 days .....	441 00
A. P. Cunningham, lieutenant, 30 days .....	75 00
J. P. Lucas, 152 days .....	304 00
N. Lowe, 152 days .....	304 00

## Services of special watch, &amp;c.—Continued.

D. McDevitt, 59 days .....	\$118 00
E. D. McCormick, 147 days .....	294 00
A. O. Neal, 81 days .....	162 00
A. Skinner, 152 days .....	304 00
N. Shirley, 152 days .....	304 00
George Acton, 152 days .....	304 00
Luke Jones, 61 days .....	122 00
William M. Ellis, 240 days .....	360 00
R. Johnson, 24 days .....	48 00
	<hr/> \$3, 140 00

Expenses of courts-martial, courts of inquiry, examining-boards, witnesses' fees, and traveling expenses .....	3, 372 21
Stationery and recording .....	2, 397 73
Newspapers and advertising .....	1, 676 71
Repairs to mail-wagon, livery, &c. ....	304 00
Books, laws, circulars, and general orders for use of the Navy .....	706 87
Telegraphing, foreign and domestic .....	2, 102 60
Services in compiling record of Arctic expedition .....	875 95
Wood and sawing .....	259 09
Emergencies, damage to schooner Harvester, as awarded by board .....	150 00

From July 1, 1875, to December 1, 1875. *Pay Inspector G. E. Thornton and Pay-Inspector W. W. Williams.*

Salaries of clerks, messenger, fuel, stationery, and incidental expenses ..... \$4, 500 34

Services of special watch, including captain, lieutenant, watchmen, and laborers, viz:

George E. Tyson, captain, 153 days .....	\$459 00
A. P. Cunningham, lieutenant, 150 days .....	375 00
George Acton, 31 days .....	62 00
William M. Ellis, 120 days .....	180 00
Luke Jones, 153 days .....	306 00
N. Lowe, 153 days .....	306 00
J. P. Lucas, 153 days .....	306 00
S. D. McCormick, 153 days .....	306 00
A. O. Neal, 153 days .....	306 00
A. Skinner, 153 days .....	306 00
A. B. Shirley, 31 days .....	62 00
P. Quireck, 118 days .....	236 00
	<hr/> 3, 210 00

Expenses of courts-martial, courts of inquiry, examining-boards, witnesses' fees, and traveling expenses .....	3, 547 34
Stationery and recording .....	340 60
Newspapers and advertising .....	12, 281 27
Repairs to mail-wagon, livery, &c. ....	264 55
Telegraphing, foreign and domestic .....	2, 122 72
Books, laws, circulars, and general orders for use of the Navy .....	984 88
Services in compiling record of Arctic expedition .....	925 00

## NAVY-PAY OFFICE, BALTIMORE.

From December 1, 1874, to June 30, 1875. *Pay-Director T. H. Looker.*

Salaries of clerk, messenger, fuel, stationery, and incidental expenses ..... 186 60

From July 1, 1875, to December 1, 1875. *Pay-Director T. H. Looker.*

Salaries of clerk, messenger, fuel, stationery, and incidental expenses ..... 211 00

## NAVY-PAY OFFICE, SAN FRANCISCO.

From December 1, 1874, to June 30, 1875. *Pay-Inspector R. C. Spalding.*

Salaries of clerks, messenger, fuel, stationery, and incidental expenses ..... 7, 087 65

From July 1, 1875, to December 1, 1875. *Pay-Inspector R. C. Spalding and Pay-Director John S. Cunningham.*

Salaries of clerks, messenger, fuel, stationery, and incidental expenses ..... 2, 402 22



No. 2.—*List of payments under appropriation contingent, Equipment and Recruiting,*

FROM DECEMBER 1, 1874, TO JUNE 30, 1875.

To whom paid.	For what purpose.	Amount.
L. Kennecke .....	Rent of rendezvous .....	\$84 62
California Pacific Railroad Company ..	Transportation of men .....	69 23
The Evening Mail .....	Advertising .....	43 20
The Metal World .....	do .....	7 00
Boston Advertiser .....	do .....	15 01
W. J. Thompson .....	Recruiting expenses .....	200 00
T. H. Looker .....	do .....	78 00
Pacific Mail Steamship Company .....	Transportation of men .....	111 11
F. Baker .....	Freight .....	50 93
C. P. Wallach .....	Recruiting expenses .....	220 00
C. Schenck .....	do .....	155 00
D. C. Forney .....	Advertising .....	20 16
National Republican .....	do .....	41 00
L. A. Beardslee .....	Freight .....	1 50
Steamer John Gibson .....	do .....	1 79
George W. Knox .....	Hauling .....	4 04
Western Union Telegraph Company ..	Telegrams .....	23 33
Do .....	do .....	61 14
J. S. Gray .....	Transportation of men .....	125 00
L. Kennecke .....	Rent of rendezvous .....	60 90
Wells, Fargo & Co. ....	Expressage .....	41 00
R. R. House .....	Subsistence of men .....	6 00
California Pacific Railroad Company ..	Transportation of men .....	20 22
C. H. Mallory & Co. ....	do .....	1,732 50
United States Shipping Commission ..	Enlistment fees .....	74 00
Saint Louis Globe .....	Advertising .....	34 00
Army and Navy Journal .....	do .....	33 00
James Hanlon .....	Transportation of men .....	7 50
Fabin Chauncey .....	Freight .....	77 35
Old Dominion Steamship Company .....	do .....	11 75
Steamer William Cram .....	do .....	109 84
Anna Zeigler .....	Washing .....	3 25
W. Lockett .....	Rent .....	29 25
C. P. Wallach .....	Recruiting expenses .....	40 00
H. J. Bullay .....	Freight .....	152 20
F. C. Cosby .....	Recruiting expenses .....	75 00
C. Schenck .....	do .....	155 00
James Hand .....	Freight .....	74 00
Old Dominion Steamship Company .....	Transportation of men .....	567 00
Do .....	do .....	448 00
Do .....	Freight .....	28 30
C. H. Mallory & Co. ....	do .....	1,396 87
Do .....	Transportation of men .....	22 50
W. R. Garrison .....	do .....	61 10
Pacific Mail Steamship Company .....	do .....	603 35
Do .....	do .....	134 07
Do .....	Freight .....	94 10
Adams Express Company .....	do .....	2 50
F. V. Walker .....	do .....	14 00
Steamer Lady of the Lake .....	do .....	3 00
G. W. Knox .....	Hauling .....	6 91
Do .....	do .....	80
Chronicle Publishing Company .....	Subscription .....	8 00
Western Union Telegraph Company ..	Telegrams .....	15 76
Do .....	do .....	19 60
Franklin Telegraph Company .....	do .....	2 83
Pacific Mail Steamship Company .....	Transportation of men .....	1,408 45
Do .....	do .....	224 08
Do .....	do .....	224 08
California Pacific Railroad Company ..	do .....	60 27
L. Kennecke .....	Rent of rendezvous .....	88 83
George Knowlton .....	Repairing flag-staff .....	5 00
P. McMahon .....	Subsistence of men .....	42 00

No. 2.—*List of payments under appropriation contingent, Equipment and Recruiting, &c.*—Continued.

To whom paid.	For what purpose.	Amount.
Old Dominion Steamship Company....	Freight .....	\$126 44
Old Colony Steamship Company.....	Transportation of men .....	18 40
New York Daily Times.....	Advertising .....	20 00
H. J. Bullay .....	Freight .....	13 35
Benner & Pinkney .....	do .....	44 37
G. D. Rode .....	Transportation of men .....	57 00
Nautical Gazette .....	Advertising .....	28 00
Portsmouth Bridge Company .....	Tickets .....	2 65
D. S. Stetson & Co. ....	Freight .....	58 75
Baltimore Steam Packet Company .....	Transportation of men .....	7 00
Steamship Norman .....	Freight .....	10 72
Steamship Saxon .....	do .....	63 55
Boston Traveller .....	Advertising .....	11 25
Boston Journal .....	do .....	11 25
W. P. Eddy .....	Express charges .....	2 00
Do .....	Transportation of men .....	80
F. C. Cosby .....	Recruiting expenses .....	72 00
The Evening Mail .....	Advertising .....	21 60
C. P. Wallach .....	Recruiting expenses .....	125 00
Pensacola & Louisville Railroad Com- pany. ....	Freight .....	469 92
Pacific Mail Steamship Company .....	do .....	5 52
Do .....	Transportation of men .....	450 70
F. Baker .....	do .....	25 00
Do .....	Freight .....	5 26
C. Schenck .....	Recruiting expenses .....	145 00
G. H. Cooper .....	Transportation of men .....	50 00
J. C. Kenyon .....	Freight .....	13 67
H. J. Bullay .....	do .....	1,636 20
Atlantic Coast Line .....	Transportation of men .....	453 93
Boston Traveller .....	Advertising .....	8 13
W. P. Eddy .....	Freight .....	1 00
Pacific Mail Steamship Company .....	Transportation of men .....	514 23
California Pacific Railroad Company .....	do .....	63 10
Pennsylvania Railroad Company .....	do .....	33 00
H. J. Bullay .....	Freight .....	21 64
C. H. Mallory & Co. ....	do .....	16 35
United States Shipping Commission .....	Enlistment fees .....	152 00
C. P. Wallach .....	Recruiting expenses .....	140 00
F. C. Cosby .....	do .....	66 00
H. M. Hisekell .....	do .....	81 00
C. Schenck .....	do .....	155 00
C. C. Carpenter .....	Freight .....	68 60
Jackson & Co .....	do .....	4 00
James Hanlon .....	Transportation of men .....	97 50
H. M. Hisekell .....	Recruiting expenses .....	40 00
S. C. Cook .....	Auctioneer's commissions .....	84 19
L. Kennecke .....	Rent of rendezvous .....	91 95
P. McMahon .....	Subsistence of men .....	31 00
G. W. Knox .....	Freight .....	2 30
Do .....	do .....	3 19
Steamer E. C. Knight .....	do .....	22 27
Steamer Lady of the Lake .....	do .....	5 06
National Republican .....	Advertising .....	30 00
F. V. Walker .....	Transportation of men .....	7 50
Western Union Telegraph Company .....	Telegrams .....	21 03
Boston, Hartford & Erie Railroad Com- pany. ....	Freight .....	100 83
Daily News .....	Advertising .....	12 50
F. W. Ormoud .....	Freight .....	2 60
W. P. Eddy .....	Transportation of men .....	92 00
F. C. Cosby .....	Recruiting expenses .....	15 00
Simonsen & Cheesbrough .....	Freight .....	72 59

No. 2.—*List of payments under appropriation contingent, Equipment and Recruiting, &c.*—Continued.

To whom paid.	For what purpose.	Amount.
Erie Railway Company .....	Transportation of men .....	\$66 00
W. W. Woodhull .....	Recruiting expenses .....	75 00
H. M. Hieskell .....	do .....	150 00
F. C. Cosby .....	do .....	100 00
Army and Navy Journal .....	Advertising .....	16 80
C. P. Wallach .....	Recruiting expenses .....	130 00
C. Schenck .....	do .....	155 00
G. W. Beaman .....	Transportation of men .....	76 00
L. Kennecke .....	Rent of rendezvous .....	86 86
Pennsylvania Railroad Company .....	Transportation of men .....	3 00
Pacific Mail Steamship Company .....	do .....	373 56
Do .....	do .....	114 28
L. Kennecke .....	Rent of rendezvous .....	90 29
California Pacific Railroad Company .....	Transportation of men .....	27 43
Do .....	do .....	27 43
H. J. Bullay .....	do .....	100 80
Do .....	do .....	81 30
James Patterson .....	Traveling expenses .....	82 50
Adams Express Company .....	Freight .....	9 40
F. V. Walker .....	do .....	7 50
Franklin Telegraph Company .....	Telegrams .....	2 09
Western Union Telegraph Company .....	do .....	18 63
Old Dominion Steamship Company .....	Freight .....	3 40
A. H. Ward .....	do .....	18 63
W. P. Clyde & Co .....	do .....	1 21
Pacific Mail Steamship Company .....	Transportation of men .....	228 57
P. McMahon .....	Subsistence of men .....	18 50
H. M. Hieskell .....	Recruiting expenses .....	110 00
W. W. Woodhull .....	do .....	130 00
United States Shipping Commission .....	Enlistment fees .....	74 00
C. H. Mallory & Co .....	Freight .....	3 00
Do .....	do .....	66 27
W. R. Garrison .....	Transportation of men .....	40 55
C. P. Wallach .....	Recruiting expenses .....	135 00
C. Schenck .....	do .....	155 00
Benner & Pinkney .....	Freight .....	1 20
Old Dominion Steamship Company .....	do .....	1 80
Charles Fraser .....	do .....	41 72
All Day City Item .....	Advertising .....	39 30
William Calhoun .....	Adjusting scales .....	3 00
William L. James .....	Freight .....	38 07
J. N. Carpenter .....	Transportation of men .....	500 00
Steamer Roman .....	Freight .....	28 83
P. O. Riorden .....	do .....	9 06
W. P. Clyde & Co .....	do .....	10 58
Metropolitan Steamship Company .....	Transportation of men .....	298 00
W. P. Eddy .....	do .....	18 00
Do .....	do .....	1 75
W. W. Woodhull .....	Recruiting expenses .....	120 00
H. M. Hieskell .....	do .....	130 00
C. P. Wallach .....	do .....	135 00
I. T. Choate .....	Freight .....	8 47
H. J. Bullay .....	do .....	110 79
Charles Fraser .....	do .....	2 75
James Haulon .....	Transportation of men .....	7 50
Do .....	do .....	3 25
C. Schenck .....	Recruiting expenses .....	155 00
Pennsylvania Railroad Company .....	Transportation of men .....	33 00
Do .....	do .....	16 75
J. A. Stevenson .....	Freight .....	4 12
George W. Knox .....	do .....	2 23
Do .....	do .....	1 25
Do .....	do .....	37 98

No. 2.—*List of payments under appropriation contingent, Equipment and Recruiting, &c.—Continued.*

To whom paid.	For what purpose.	Amount.
George W. Knox.....	Freight .....	\$1 10
National Republican.....	Subscription.....	8 00
Atlantic and Pacific Telegraph Company	Telegrams .....	3 87
Do.....	do .....	80
Western Union Telegraph Company.....	do .....	10 14
Do.....	do .....	4 75
F. V. Walker.....	Transportation of men.....	7 50
Do.....	do .....	26 25
Do.....	do .....	7 50
Do.....	do .....	7 50
Do.....	do .....	98 00
Do.....	do .....	22 50
Do.....	do .....	7 50
Do.....	do .....	4 50
Simonson & Howes.....	Freight .....	309 56
Benner & Pinkney .....	do .....	155 26
James Hanlon .....	Transportation of men.....	6 20
W. E. Garrison .....	Freight .....	131 90
F. H. Hinman .....	Rent .....	25 00
Steamer Roman .....	Transportation of men.....	42 70
Boston and Providence Railroad Com- pany.....	do .....	11 61
F. W. Ormond .....	do .....	5 10
W. P. Eddy .....	do .....	3 40
Do.....	do .....	1 70
Do.....	do .....	8 50
Do.....	do .....	18 00
Do.....	do .....	16 90
H. J. Bullay .....	do .....	361 56
John Cassidy .....	Auditor's certificate .....	150 75
Annie Ziegler .....	Washing .....	3 50
G. D. Rode .....	Transportation of men.....	44 50
A. L. Webber .....	Auditor's certificate .....	12 75
Pennsylvania Railroad Company.....	Transportation of men.....	187 00
Baltimore and Potomac Railroad Com- pany.....	do .....	13 00
Cincinnati Gazette .....	Advertising .....	18 00
Army and Navy Journal .....	do .....	19 80
Inter-Ocean .....	do .....	21 12
The Graphic .....	do .....	22 40
The Nautical Gazette .....	do .....	33 00
A. H. Ward .....	Freight .....	6 47
Evening Bulletin.....	Advertising .....	28 00
Jacob Button .....	Auditor's certificate .....	5 67
G. E. Dow .....	do .....	13 95
Washington City Post-Office .....	Foreign postage .....	40 25
Western Union Telegraph Company.....	Telegrams .....	45 71
Do.....	do .....	69 17
G. DeMavil .....	Advertising .....	50 00
Sunday Chronicle .....	do .....	25 60
Adams Express Company .....	Freight .....	4 70
Do.....	do .....	9 25
F. V. Walker.....	Transportation of men.....	7 50
Do.....	do .....	14 25
Do.....	do .....	9 00
Do.....	do .....	7 50
North American and United States Ga- zette.....	Advertising .....	25 20
William Eisenbrower.....	Auditor's certificate .....	11 46
J. H. Horner .....	do .....	6 87
John Hickey .....	do .....	27 03
A. Crockett .....	do .....	6 87
Daily Critic.....	Advertising .....	12 35

No. 2.—*List of payments under appropriation contingent, Equipment and Recruiting, &c.*—Continued.

To whom paid.	For what purpose.	Amount.
The Gazette.....	Advertising .....	\$10 50
Pacific Mail Steamship Company.....	Freight .....	1,407 94
Do.....	Transportation of men.....	149 00
Do.....	do .....	2,234 95
Do.....	do .....	74 49
L. Kennecke .....	Rent of rendezvous .....	91 69
California Pacific Railroad Company ..	Transportation of men .....	89 40
Pacific Mail Steamship Company .....	do .....	74 71
Do.....	do .....	4,781 03
L. Kennecke .....	Rent of rendezvous .....	84 49
P. McMahon .....	Subsistence of men .....	6 00
Pacific Mail Steamship Company .....	Transportation of men .....	456 14
Do.....	do .....	149 85
California Pacific Railroad Company ..	do .....	45 96
Samuel Fisher.....	Removing ashes from ship .....	2 35
W. T. Rice .....	do .....	5 79
E. J. Smithers.....	Dredging for anchor .....	16 53
W. T. Rice .....	Removing ashes from ship .....	17 37
Do.....	do .....	18 43
Laviosa & Gambaro .....	do .....	4 00
Max Vogler .....	do .....	24 33
Pacific Mail Steamship Company .....	Transportation of men .....	100 00
Do.....	do .....	20 00
Joseph Mangan .....	Subsistence of men .....	14 35
Pacific Mail Steamship Company .....	Transportation of men .....	10 00
Do.....	do .....	90 00
F. Filer & Son .....	Use of lighter.....	15 00
Laviosa & Gambaro .....	Removing ashes from ship .....	38 60
A. S. Abell & Co.....	Advertising .....	16 25
Do.....	do .....	9 60
L. G. Boggs .....	Recruiting expenses .....	5 50
W. T. Rice .....	Removing ashes from ship .....	2 00
M. Rath .....	do .....	14 60
Do.....	do .....	7 30
Maria Thornton .....	Washing .....	5 25
Do.....	do .....	5 00
Maggie Connors .....	do .....	5 00
Maria Thornton .....	do .....	2 70
Do.....	do .....	3 31
Hawaiian government .....	Rent of coal-site .....	150 00
Honolulu custom-house .....	Storage on anchors.....	2 55
Pacific Mail Steamship Company .....	Transportation of men .....	400 00
Do.....	do .....	200 00
Do.....	do .....	650 00
Do.....	do .....	300 00
Butterfield & Swire .....	do .....	20 00
John Cowan .....	do .....	85 00
Fred. Borchardt .....	Apprehension of deserters .....	35 75
F. Cibo & Co .....	Removing ashes from ship .....	27 02
F. Soretic .....	Transportation of men .....	10 51
Laviosa & Gambaro .....	Removing ashes from ship .....	3 86
Geo. D. Rosone .....	Recovering anchor .....	11 53
G. S. Holmes & Co .....	Transportation of men .....	4 00
S. W. Lentz .....	do .....	10 92
A. H. Burns .....	do .....	100 00
L. P. Green .....	do .....	46 00
Charles H. Robinson .....	Apprehension of deserters .....	90 00
Dennis A. Mountain .....	do .....	10 00
Mary Holton .....	Washing .....	24 00
J. F. Fuller .....	Apprehension of deserter.....	10 00
Barnabas Atwood .....	do .....	10 00
John W. Tilton .....	do .....	10 00
Pacific Steam Navigation Company.....	Transportation of men.....	304 56

No. 2.—*List of payments under appropriation contingent, Equipment and Recruiting, &c.—Continued.*

To whom paid.	For what purpose.	Amount.
Pacific Steam Navigation Company.....	Transportation of men.....	\$304 56
Do.....	do.....	133 95
Do.....	do.....	304 56
Do.....	do.....	154 16
Do.....	do.....	1,761 54
Do.....	do.....	418 04
Do.....	do.....	35 40
Do.....	do.....	104 51
J. R. Vandusen.....	do.....	35 00
Tong King Sing.....	do.....	57 80
M. B. Langhorn.....	do.....	320 00
F. N. P. Campos.....	do.....	21 95
Russell & Co.....	do.....	27 43
F. N. P. Campos.....	do.....	43 90
Adam Lind.....	do.....	20 55
M. B. Langhorn.....	do.....	12 00
Castle & Cook.....	do.....	160 00
Do.....	do.....	40 00
Archibald McIntyre.....	Lighterage.....	17 50
Anstralasian Steam Navigation Com- pany.....	Transportation of men.....	40 00
C. Brewer & Co.....	do.....	105 00
David Dayton.....	Apprehension of deserters.....	15 00
Do.....	do.....	25 70
M. C. Park.....	do.....	30 00
W. Babcock & Co.....	Lighterage.....	74 00
W. Bartholomew.....	Apprehension of deserters.....	10 00
W. W. Beck.....	do.....	29 65
Joseph Fagan.....	do.....	10 00
Do.....	do.....	100 00
Charles Lynn.....	do.....	40 00
Samuel C. Collins.....	do.....	60 00
Do.....	do.....	20 00
Do.....	do.....	20 00
J. H. Colley.....	Telegraphing.....	6 46
J. J. Quietly.....	Apprehension of deserters.....	20 00
Joseph Mangan.....	do.....	20 00
J. J. Philbrick.....	Lighterage.....	115 00
E. J. O'Neill.....	Telegrams.....	1 16
J. J. Philbrick.....	Lighterage.....	211 00
Pacific Steam Navigation Company.....	Freight.....	50 56
South American Steamship Company....	Transportation of men.....	726 42
Hudson Bay Company.....	do.....	1,000 00
Samuel Smith.....	Lighterage.....	15 82
William McLush.....	Recruiting expenses.....	75 19
T. Adamson.....	Transportation of men.....	175 19
S. Schroeder.....	Apprehending deserters.....	37 23
New Orleans, Florida and Havana Steamship Company.....	Transportation of men.....	1,248 00
Cromwell Steamship Company.....	do.....	280 00
Steamer Lizzie.....	Freight.....	15 60
Cromwell Steamship Company.....	Transportation of men.....	20 00
Steamer Lizzie.....	Freight.....	13 25
New York and New Orleans Steam- ship Company.....	Transportation of men.....	120 00
J. J. Philbrick.....	Lighterage.....	116 00
R. P. Rundle.....	Freight.....	1 80
Steamer Charleston.....	do.....	43 92
New York and Potomac River Steam- ship Company.....	Transportation of men.....	30 00
Do.....	Freight.....	2 10
H. Van Antwerp.....	Telegrams.....	26 68

No. 2.—*List of payments under appropriation contingent, Equipment and Recruiting, &c.*—Continued.

To whom paid.	For what purpose.	Amount.
Brazil and Rio Plate Steamship Company.	Freight .....	\$9 72
Palm & Allen .....	Rent .....	68 58
J. L. De Silva .....	Use of lighter .....	9 72
Palm & Allen .....	Rent .....	68 58
Frank M. Potter .....	Transportation of men .....	6 60
Carmonnier .....	Arrest of deserters .....	31 00
Do .....	do .....	31 00
William T. Rice .....	Removing ashes from ship .....	2 00
Abecassis Bros. ....	do .....	6 48
J. W. Rodgers .....	Freight .....	6 50
Pacific Mail Steamship Company .....	Transportation of men .....	85 00
Do .....	do .....	270 00
Do .....	do .....	230 00
Charles E. Hawkins .....	do .....	39 68
Oriental Telegraph Company .....	Telegram .....	21 75
Do .....	do .....	24 87
Do .....	do .....	20 72
Do .....	do .....	22 79
Erie Transfer Company .....	Cartage .....	7 00
Estavao & Guilhirm .....	Boat hire .....	46 44
Robert Millin .....	Cleaning store-houses, &c., Rio .....	42 85
John S. Martin .....	Freight .....	207 66
Edward Vial .....	Office expenses, Villa Franche .....	85 72
Pierre Camp .....	Office rent, Villa Franche .....	66 96
A. D. Bache .....	Handling stores, Villa Franche .....	10 23
Augustin Malanssen .....	Labor and coopering stores, Villa Franche .....	155 64
B. Bonnet .....	Auctioneer's fees .....	15 82
A. D. Bache .....	Boat hire .....	2 51
Total .....	.....	45,628 55

FROM JULY 1, 1875, TO NOVEMBER 30, 1875.

Panama Railroad Company .....	Transportation of men .....	\$4,875 00
C. P. Wallach .....	Recruiting expenses .....	135 00
C. Schenck .....	do .....	160 00
W. W. Woodhull .....	do .....	140 00
H. M. Heiskell .....	do .....	130 00
Pacific Mail Steamship Company .....	Transportation of men .....	1,129 79
P. McMahon .....	Subsistence of men .....	15 00
Charles Fraser .....	Freight .....	11 25
Army and Navy Journal .....	Subscription .....	6 00
James Hanlon .....	Transportation of men .....	52 50
Old Dominion Steamship Company .....	do .....	112 00
Commercial Advertiser .....	Advertising .....	20 00
Seward's Coal Trade Journal .....	do .....	25 00
Nautical Gazette .....	do .....	28 00
The Graphic .....	do .....	18 40
Deutsches Volksblatt .....	do .....	28 80
Messenger Franco-American .....	do .....	35 00
Army and Navy Journal .....	do .....	16 20
Panama Railroad Company .....	Transportation of men .....	3,100 00
H. M. Heiskell .....	Recruiting expenses .....	130 00
Steamer George Appold .....	Freight .....	4 50
George W. Knox .....	do .....	106 45
Evening Bulletin .....	Advertising .....	24 00
North American and United States Gazette.	do .....	20 40

No. 2.—*List of payments under appropriation contingent, Equipment and Recruiting, &c.—Continued.*

To whom paid.	For what purpose.	Amount.
Baltimore and Potomac Railroad Company.	Transportation of men .....	\$124 00
Baltimore City Passenger Railroad Company.	do .....	4 70
T. N. Schmitz .....	do .....	7 00
E. C. Etheredge .....	do .....	7 00
W. W. Rhodes .....	do .....	142 36
Do .....	do .....	30 85
W. W. Woodhull .....	Recruiting expenses .....	140 00
Deutsches Volksblatt .....	Advertising .....	38 40
James Hanlon .....	Transportation of men .....	5 00
James Hand .....	Freight .....	127 00
All Day City Item .....	Advertising .....	26 40
Do .....	do .....	24 00
Boston and Providence Railroad Company.	Freight .....	19 50
W. P. Eddy .....	Transportation of men .....	3 40
Do .....	do .....	5 10
C. P. Wallach .....	Recruiting expenses .....	140 00
C. Schenck .....	do .....	156 00
Eastern Railroad Company .....	Transportation of men .....	20 40
W. P. Eddy .....	do .....	1 70
Do .....	do .....	25
James Hanlon .....	do .....	90 60
Saint Louis Globe .....	Advertising .....	18 60
J. C. Scott .....	Freight .....	153 50
Steamer Norman .....	do .....	27 42
Steamer Saxon .....	do .....	15 30
W. P. Eddy .....	Transportation of men .....	75 00
Do .....	do .....	18 00
Do .....	do .....	12 00
Do .....	do .....	5 10
Do .....	do .....	1 70
Do .....	Freight .....	1 00
W. P. Clyde & Co .....	do .....	16 38
L. Kennecke .....	Rent .....	95 91
Do .....	do .....	81 36
W. W. Rhodes .....	Transportation of men .....	42 76
J. B. Carpenter .....	do .....	58 50
E. Reilly .....	do .....	310 00
F. H. and W. S. Chappell .....	Freight .....	20 00
H. M. Heiskell .....	Recruiting expenses .....	122 00
C. P. Wallach .....	do .....	132 00
C. Schenck .....	do .....	150 00
Commercial Advertiser .....	Advertising .....	24 80
H. J. Bullay .....	Transportation of men .....	40 00
Do .....	do .....	25 00
Pacific Mail Steamship Company .....	do .....	120 00
Norfolk Steamship Company .....	do .....	75 00
W. P. Eddy .....	do .....	12 00
Do .....	do .....	12 00
Do .....	do .....	12 00
Do .....	do .....	6 00
Do .....	do .....	6 00
W. M. Palmer .....	Freight .....	1 36
E. H. Gheen .....	Expenses .....	4 18
George W. Knox .....	Hauling .....	1 25
Do .....	do .....	4 75
Atlantic and Pacific Telegraph Company .....	Telegrams .....	1 47
Do .....	do .....	2 50
Western Union Telegraph Company .....	do .....	40 23
Joha F. Ellis & Co .....	Printing bugle-calls .....	15 00



No. 2.—*List of payments under appropriation contingent, Equipment and Recruiting, &c.*—Continued.

To whom paid.	For what purpose.	Amount.
F. V. Walker.....	Transportation of men.....	\$4 50
Do.....	do.....	7 50
The Graphic.....	Subscription.....	12 00
Old Dominion Steamship Company.....	Freight.....	3 30
Old Colony Steamship Company.....	Transportation of men.....	7 20
Old Dominion Steamship Company.....	do.....	154 00
Charles Fraser.....	Expressage.....	18 80
Do.....	Freight.....	51 25
Steamer Aries.....	do.....	58 63
Steamer Norman.....	do.....	45 41
Pacific Mail Steamship Company.....	do.....	15 16
W. P. Eddy.....	Transportation of men.....	6 00
Do.....	do.....	4 00
Do.....	do.....	1 70
A. J. French.....	do.....	10 50
George W. Zeigler.....	Freight.....	75
W. W. Rhoades.....	Transportation of men.....	80 14
Pacific Mail Steamship Company.....	General average.....	859 29
Metropolitan Steamship Company.....	Transportation of men.....	384 00
W. P. Eddy.....	do.....	179 00
Do.....	do.....	6 80
Do.....	do.....	5 10
W. W. Woodhull.....	Recruiting expenses.....	272 00
H. W. Denniston.....	do.....	220 00
C. P. Wallach.....	do.....	133 00
H. J. Bullay.....	Transportation of men.....	6, 320 00
H. Gepche.....	Freight.....	28 50
Old Dominion Steamship Company.....	do.....	3 20
H. J. Bullay.....	Transportation of men.....	1, 200 00
Western Union Telegraph Company.....	Telegrams.....	23 34
Edgar Holton.....	Transportation of men.....	4 50
C. Schenck.....	Recruiting expenses.....	158 00
United States Shipping Commission.....	Enlistment fees.....	260 00
New York Herald.....	Subscription.....	12 00
W. P. Clyde & Co.....	Freight.....	69
California Pacific Railroad Company.....	Transportation of men.....	24 23
P. McMahon.....	do.....	8 00
L. Kennecke.....	Rent.....	87 86
P. McMahon.....	Transportation of men.....	22 00
Pacific Mail Steamship Company.....	do.....	632 55
J. B. Carpenter.....	do.....	85 50
Warren Choate & Co.....	Engraving certificates.....	290 44
Inland and Seaboard Carrying Company.....	Freight.....	132 56
Adams Express Company.....	do.....	1 25
Do.....	do.....	27 55
S. D. Hurlbut.....	Transportation of men.....	100 00
B. W. Harris.....	do.....	15 00
Knickerbocker Ice Company.....	Ice.....	15 91
Charles Fraser.....	Freight.....	66 83
W. R. Garrison.....	do.....	123 00
L. Kennecke.....	Rent.....	87 46
W. P. Eddy.....	Transportation of men.....	2 40
Do.....	do.....	1 70
W. W. Woodhull.....	Recruiting expenses.....	137 00
C. P. Wallach.....	do.....	133 00
H. M. Denniston.....	do.....	40 00
Steamer Lady of the Lake.....	Transportation of men.....	47 50
Pennsylvania Railroad Company.....	do.....	6 00
Metropolitan Steamship Company.....	do.....	762 00
C. Schenck.....	Recruiting expenses.....	165 00
Old Dominion Steamship Company.....	Freight.....	6 40

No. 2.—*List of payments under appropriation contingent, Equipment and Recruiting, &c.—Continued.*

To whom paid.	For what purpose.	Amount.
W. P. Clyde & Co.	Freight	\$1 25
H. J. Builay	do	5 24
Do.	Transportation of men	60 00
James Hanlon	do	69 75
Benner & Pinckney	Freight	113 63
F. V. Walker	Transportation of men	58 50
C. J. Badger	do	12 00
G. W. Knox	Hauling	6 85
Do.	do	4 28
G. C. Steadman	Freight	2 50
Western Union Telegraph Company	Telegrams	18 52
Do.	do	1 11
F. H. Jordon	Transportation of men	40 00
C. E. Colahan	Expressage	14 31
Warren Choate & Co	Con. ser. certificates	841 52
Pacific Mail Steamship Company	Transportation of men	1,615 81
Do.	do	597 70
Do.	do	5,714 29
Do.	do	5,835 22
California Pacific Railroad Company	do	80 23
Do.	do	19 88
P. McMahon	Subsistence of men	15 00
Pacific Mail Steamship Company	Transportation of men	4,583 81
Jno. G. Hodge & Co	Stationery	55 25
L. Kennecke	Rent	83 48
Pacific Mail Steamship Company	Transportation of men	302 34
Do.	do	74 93
Do.	do	125 00
H. A. Carlton	Freight	1 70
Steamer George Appold	do	17 55
Bark Ethan Allen	Transportation of men	100 00
W. P. Eddy	do	1 70
Do.	do	2 00
F. W. Ormand	do	8 50
W. P. Eddy	do	1 70
Do.	do	1 70
Do.	do	8 50
Boston Globe	Advertising	13 50
F. W. Ormand	Transportation of men	32 00
Metropolitan Steamship Company	Freight	210 00
C. R. Hansen	Removing ashes from ship	3 24
A. A. Semmes	Transportation of men	18 08
A. and C. Thompson	Removing ashes	8 91
Rogue Trenatratt	Removing ashes from ship	3 00
Pacific Mail Steamship Company	Transportation of men	50 00
Richard Kenner	do	29 00
Do.	do	7 50
F. W. McEnary	Freight	3 50
J. E. Lemoine	do	24 09
J. A. Manzano	Transportation of men	11 76
G. Zammit	Removing ashes from ship	5 79
Joe. Azzopardi & Co	do	3 65
Dougherty & Co.	do	4 87
Emilio Monte & Co.	do	3 04
J. W. Nickerson	Apprehension of deserters	30 00
Do.	do	70 00
E. S. Hammond	do	30 00
R. Edwards	Removing ashes from ship	9 73
Trounberg & Winn	Transportation of men	132 62
G. Zammit	Removing ashes from ship	9 73
E. Solscher & Co	Lighterage	7 38
E. Selmer	do	3 00
C. K. Hanson	do	3 24

No. 2.—*List of payments under appropriation contingent, Equipment and Recruiting, &c.*—Continued.

To whom paid.	For what purpose.	Amount.
William Leake .....	Lighterage .....	\$4 87
Manual Kegrot .....	do .....	2 35
Henry Ferris .....	Transportation of men .....	170 00
D. D. Walker .....	Rent of store-house .....	25 00
F. H. Hinman .....	Transportation of boys .....	84 60
M. B. Ryan .....	Washing .....	6 00
A. A. Semmes .....	Printing .....	15 85
J. L. Webb .....	Apprehension of deserters .....	10 00
Roswell Davis .....	do .....	10 00
Mary Mack .....	Washing .....	12 75
Silas H. Jacques .....	Barbering for prisoners .....	6 25
Pacific Steam Navigation Company .....	Transportation of men .....	80 00
Do .....	do .....	40 00
Do .....	do .....	200 00
Panama Railroad Company .....	Freight .....	128 10
John Cunningham .....	do .....	12 25
William Bartholomew .....	Apprehension of deserters .....	25 00
David Dayton .....	do .....	10 00
F. W. Fehlbehr .....	do .....	7 00
H. Hackfeldt & Co .....	Freight .....	8 68
F. W. Fehlbehr .....	Apprehension of deserters .....	5 00
D. Foster & Co .....	Scow-hire .....	10 00
A. McIntyre .....	do .....	33 00
Do .....	do .....	10 00
William Bates .....	Apprehension of deserters .....	5 00
E. Armendaiz .....	Transportation of men .....	80 00
Do .....	do .....	225 00
J. J. Philbrick .....	Lighterage .....	120 00
R. Bowen .....	Transportation of men .....	90 00
United States and Brazil Steamship Company .....	do .....	225 00
		49,641 91

No. 3.—*Statement of expenditures from appropriation contingent, Medicine and Surgery.*

FROM DECEMBER 1, 1874, TO JUNE 30, 1875.

Name.	Item.	Amount.
J. H. Tunnell .....	Laborer for dispensary, yard, Philadelphia.	\$60 00
New York Herald .....	Subscription .....	12 00
J. McMahon .....	Sundries for laboratory .....	122 00
H. M. Burrows .....	Assistant packer for laboratory .....	24 65
M. C. Conrad .....	Assistant manufacturer for laboratory.	73 95
J. McMahon .....	Assistant packer for laboratory .....	24 65
G. W. Child .....	Horse feed for laboratory .....	141 36
W. Choate & Co .....	Medical books .....	93 00
Do .....	do .....	11 50
Do .....	do .....	17 60
John Hunter .....	Fireman for hospital, Philadelphia.	18 00
Western Union Telegraph Company .....	Telegrams, official .....	21 14
William Wood & Co .....	Medical Record .....	135 00
John Thornton .....	Laborer, dispensary, Washington .....	62 00
James Shaw .....	do .....	62 00
M. M. Kearney .....	Rent for dispensary, Washington .....	40 00

No. 3.—*Statement of expenditures from appropriation contingent, Medicine and Surgery, &c.—Continued.*

Name.	Item.	Amount.
James Miner .....	Janitor for naval medical board ..	\$62 00
Charles Fisher .....	Repairs of surgical instruments...	4 00
James Logan .....	Transportation of insane .....	10 00
J. H. Bond .....	Laborer .....	62 00
R. B. Mohun .....	Medical books .....	10 00
S. K. Vernon .....	Repairs of furniture for Bureau ...	4 75
J. H. Tunnell .....	Laborer for dispensary, yard, Philadelphia.	62 00
John Hunter .....	Fireman for hospital, Philadelphia.	18 00
F. Schneider .....	Repairs of stove for dispensary, Washington.	2 40
R. Cruitt .....	Livery of horse for dispensary, Washington.	81 00
H. Thornton .....	Washing, dispensary, Washington.	8 00
Swan & Williams .....	Horseshoeing for dispensary, Washington.	8 50
B. Koch .....	Repairs of harness for dispensary, Washington.	16 00
W. Choate & Co. ....	Medical books .....	7 00
A. P. Bogue .....	Cadavers, two for medical board ..	80 00
Ice Company .....	Ice for medical board .....	13 80
Do .....	Ice for dispensary .....	16 79
G. W. Ganaway .....	Horse feed for hospital, Chelsea...	177 66
J. O'Connell .....	Washing for dispensary, yard, New York.	48 88
Ice Company .....	Ice for dispensary, yard, New York.	19 95
J. D. M. Basil .....	Fuel, dispensary, Naval Academy ..	23 50
J. McMahon .....	Assistant packer at laboratory ....	25 47
W. C. Conrad .....	Manufacturer at laboratory .....	76 43
H. M. Barnes .....	Assistant packer at laboratory ....	25 47
Swan & Brombacher ..	Nails and screws for packing-boxes.	12 70
J. McMahon .....	Freight on medical stores .....	66 68
R. G. Phelps & Co. ....	Lumber for packing-boxes .....	44 04
M. A. Cooper .....	Washing for dispensary, Marine Barracks.	2 80
M. Wells .....	Washing for dispensary, yard, New York.	3 20
Ann Rice .....	Washing for dispensary, receiving-ship, New York.	17 00
G. E. Franklin .....	Incidentals for dispensary, Naval Academy.	79 34
M. Russell .....	Washing, dispensary, yard, Boston.	12 00
Western Union Telegraph Company ..	Telegrams .....	11 58
Adams Express .....	Expressage .....	6 15
K. M. French .....	Washing for hospital, Portsmouth, N. H.	35 50
A. J. French .....	Freight on medical stores .....	1 28
Do .....	Scrubbing, &c., at hospital, Portsmouth, N. H.	38 00
Fairbanks & Co. ....	Scales for dispensary, receiving-ship, Portsmouth, N. H.	20 70
Hurley & Co. ....	Washing for dispensary, receiving-ship, Portsmouth, N. H.	11 55
Wells & Co .....	Incidentals for receiving-ship, Portsmouth, N. H.	11 45
H. M. Burrows .....	Incidentals, hospital, Philadelphia.	36 70
H. A. Adams .....	Horse-feed, hospital, Washington.	109 07
Do .....	Incidentals, hospital, Washington.	137 01
Handy & Rullman .....	Stamps, &c. ....	14 00
Ann Washington .....	Washing for hospital, Pensacola ..	26 00
Jeff. Washington .....	Night-work, hospital, Pensacola ..	36 00
H. McHutton .....	Crockery for hospital, Pensacola ..	14 70

No. 3.—*Statement of expenditures from appropriation contingent, Medicine and Surgery, &c.*—Continued.

Name.	Item.	Amount.
O. G. Henderson .....	Repairs of wagon for dispensary, yard, Mare Island.	\$50 23
Kimberly Brothers .....	Incidentals for hospital, Norfolk..	127 35
R. Abell .....	do .....	58 51
J. Welwood & Co .....	Soap for hospital, New York .....	31 35
G. W. Child .....	Horse-feed for hospital, New York ..	44 94
R. Van Brunt .....	Incidentals for hospital, New York ..	57 17
S. Emery .....	Fuel for medical board .....	71 50
W. B. Williams .....	Chairs for Bureau .....	16 00
R. C. Goodwin .....	Washing for dispensary, yard, Norfolk.	4 50
American Journal of Pharmacy .....	Subscription .....	36 00
J. R. Whitaker .....	Washing for dispensary, yard, Mare Island.	10 05
J. H. Bellingham .....	Car tickets, &c., for dispensary, yard, New York.	11 00
W. P. Eddy .....	Freight, &c., for dispensary, yard, Boston.	2 00
Eidermiller .....	Washing for dispensary, receiving-ship, Mare Island.	5 00
A. T. Stewart & Co .....	Matting, &c., for hospital, New York.	62 33
T. McIlroy .....	Repairs of bedsteads for hospital, New York.	20 00
Sheppard, Arrison & Co .....	Crash for hospital, Philadelphia ..	2 76
W. A. Townsend .....	Medical books .....	50 66
M. M. Kearny .....	Rent for dispensary, Washington ..	40 00
J. Shaw .....	Laborer, dispensary, Washington ..	62 00
J. Thornton .....	do .....	62 00
J. H. Bond .....	Laborer .....	62 00
James Miner .....	Janitor for medical board .....	62 00
J. H. Tunnell .....	Laborer for dispensary, yard, Philadelphia.	62 00
George Melville .....	Fireman at hospital, Annapolis ..	25 00
J. McMahon .....	Freight on medical stores .....	73 52
W. H. Barnes .....	Assistant packer at laboratory .....	25 47
M. C. Conrad .....	Manufacturer at laboratory .....	76 43
J. McMahon .....	Assistant packer at laboratory .....	25 47
S. A. Brown .....	Transportation of insane .....	5 50
Gas Company .....	Gas for hospital, Philadelphia .....	44 39
W. C. Conrad .....	Manufacturer at laboratory .....	69 04
J. McMahon .....	Assistant packer at laboratory .....	23 01
H. M. Barnes .....	do .....	23 01
R. G. Philips & Co .....	Lumber for boxes .....	270 42
J. McMahon .....	Freight, &c., on medical stores .....	28 10
A. Agar .....	Stationery for dispensaries .....	223 15
Western Union Telegraph Company ..	Telegrams, official .....	2 39
Samuel Emery .....	Fuel for medical board .....	22 00
J. Williams .....	Hauling medical stores .....	4 75
G. E. Tyson .....	Polaris Arctic expedition .....	4 00
A. M. Moore .....	Transportation of insane .....	30 00
J. T. Strait .....	Book-binding for hospital, New York.	15 00
Kimberly Bros .....	Seeds for hospital, Norfolk .....	7 25
W. K. Van Ruypen .....	Transportation of insane .....	38 75
H. M. Stratton .....	Horse and harness for hospital, Pensacola.	430 00
J. H. Bond .....	Laborer .....	62 00
John Thornton .....	do .....	62 00
J. A. Shaw .....	Laborer at dispensary, Washington ..	62 00
M. M. Kearney .....	Rent for dispensary, Washington ..	40 00
James Miner .....	Janitor for medical board .....	62 00

No. 3.—*Statement of expenditures from appropriation contingent, Medicine and Surgery, &c.—Continued.*

Name.	Item.	Amount.
R. R. Magruder.....	Incidentals .....	\$16 91
W. C. Herald .....	Medical books .....	
John Hunter .....	Fireman for hospital, Philadelphia .....	
W. H. Chandler .....	American Chemist .....	
Gas Company .....	Gas for hospital, Philadelphia .....	
S. Emery .....	Coal for hospital, Washington .....	
G. P. Plaisted .....	Bedding for dispensary, yard, Mare Island .....	
W. S. Wright .....	Horse-feed for dispensary, yard, Mare Island .....	
G. W. Rider .....	Medical books .....	
J. W. Joyce .....	do .....	
M. M. Kearney .....	Rent of dispensary, Washington .....	
John Thornton .....	Laborer at dispensary, Washington .....	
James Shaw .....	do .....	
J. H. Bond .....	Laborer .....	
James Miner .....	Janitor for medical board .....	
J. H. Tunnell .....	Laborer at dispensary, yard, Philadelphia .....	
W. Choate & Co .....	Stationery for bureau .....	
John Hunter .....	Fireman at hospital, Philadelphia .....	
George Melville .....	Fireman at hospital, Annapolis .....	
J. S. M. Basil .....	Coal for hospital, Annapolis .....	
J. D. Carroll & Co .....	Curtains for hospital, Yokohama .....	21 30
Do .....	Incidentals for hospital, Yokohama .....	66 74
Do .....	Repairs of stove for hospital, Yokohama .....	23 50
Toby .....	Washing for hospital, Yokohama .....	47 68
M. A. Cooper .....	Washing, dispensary, barracks, Washington .....	3 40
M. Wells .....	Washing for dispensary, yard, Washington .....	3 00
Adams Express .....	Expressage .....	11 05
E. C. Sperry .....	Cleaning vaults at hospital, Portsmouth, N. H. .....	30 00
A. J. French .....	Freight on medical stores .....	3 75
K. M. French .....	Washing for hospital, Portsmouth, N. H. .....	35 00
A. Rice .....	Washing at receiving-ship, New York .....	22 50
L. Wetler .....	Incidentals for hospital, Norfolk .....	49 58
Kimberly Bros .....	Horse-feed for hospital, Norfolk .....	106 85
W. Hinley .....	Washing for receiving-ship, Portsmouth, N. H. .....	6 00
National Republican .....	Subscription .....	8 00
R. Van Brunt .....	Freight on Medical stores .....	43 65
G. W. Child .....	Horse-feed for hospital, New York .....	72 83
Joseph Wellwood .....	Soap for hospital, New York .....	30 00
D. Lyon .....	Pens .....	15 00
J. J. Gleason .....	Horse for dispensary, Washington .....	250 00
A. Washington .....	Washing for hospital, Pensacola .....	19 50
W. Handlon .....	Freight on medical stores .....	8 40
J. Washington .....	Cleaning water-closets .....	36 00
G. W. Child .....	Horse-feed at laboratory .....	85 38
H. M. Barnes .....	Assistant packer at laboratory .....	25 47
J. McMahon .....	do .....	25 47
W. C. Conrad .....	Manufacturer at laboratory .....	76 43
J. McMahon .....	Freight on medical stores .....	110 07
J. W. Biehler .....	Scrubbing, &c., dispensary, yard, New York .....	50 60
J. H. Tunnell .....	Laborer at dispensary, yard, Philadelphia .....	62 00

No. 3.—*Statement of expenditures from appropriation contingent, Medicine and Surgery, &c.*—Continued.

Name.	Item.	Amount.
A. Tunnell .....	Washing at dispensary, yard, Philadelphia.	\$5 35
Ice Company .....	Ice for Bureau .....	23 10
W. Choate & Co. ....	Stationery for Bureau .....	23 30
B. Koch .....	Repairs of harness for dispensary, Washington.	11 15
R. Cruit .....	Livery for dispensary horse, Washington.	168 00
E. Edwards .....	Repairs of dispensary .....	3 50
Swanage & Williams. ....	Horse-shoeing for dispensary, Washington.	6 50
Schunder & Son .....	Hardware for dispensary, Washington.	7 10
Paryne & Son .....	Repairs of carriage for dispensary, Washington.	96 51
H. Thornton .....	Washing, dispensary, Washington.	8 00
Ice Company .....	Ice for medical board .....	4 30
A. P. Bogue .....	Cadavers .....	80 00
M. Russell .....	Washing, dispensary, yard, Boston.	4 50
R. Brady .....	Washing for receiving-ship, Philadelphia.	6 00
John Hunter .....	Fireman at hospital, Philadelphia.	18 00
E. H. Adams .....	Horse-feed for hospital, Washington.	52 44
G. W. Garmaway .....	Horse-feed and repairs of harness, hospital, Chelsea.	185 52
R. C. Godwin .....	Washing for dispensary, yard, Norfolk.	5 00
H. Miller .....	Transportation of insane .....	22 94
G. E. Melville .....	Fireman at hospital, Annapolis ..	25 00
G. E. Franklin .....	Incidentals, hospital, Annapolis ..	117 51
J. D. Carroll & Co. ....	Incidentals, hospital, Yokohama ..	93 53
Toby .....	Washing for hospital, Yokohama ..	41 20
Western Union Telegraph Company ..	Telegrams, official .....	23 23
S. T. Brown .....	Dental material for dispensary, Naval Academy.	113 40
L. R. Jones .....	Window awnings for Bureau .....	30 50
T. E. Wilson, M. D. ....	Medical treatment of naval seamen on Pacific Mail steamer.	50 00
L. R. Jones .....	Hanging awnings for Bureau .....	12 00
W. R. Brown .....	Candles, &c., for Bureau .....	11 50
G. N. Rider .....	Medical books .....	8 50
C. Nelson .....	Repairs on wagon for dispensary, Washington.	50 00
H. Williams .....	Cleaning carpets for dispensary, Washington.	9 00
J. S. M. Basil .....	Coal for hospital, Annapolis .....	200 00
C. F. Chandler .....	Medical books .....	27 50
Steam Navigation Company ..	Freight on medical stores .....	1 5C
J. C. Entwisle & Co. ....	Engraving Bureau seal .....	50 00
Childs & Co. ....	Oil-cloth, dispensary, yard, Boston	81 00
J. H. Bond .....	Laborer .....	62 00
Jos. Miner .....	Janitor, medical board .....	62 00
M. M. Kearney .....	Rent of dispensary, Washington ..	40 00
J. A. Shaw .....	Laborer, dispensary, Washington ..	62 00
J. Thornton .....	do .....	62 00
J. H. Tunnell .....	Laborer at dispensary, yard, Philadelphia.	62 00
J. J. Warren .....	Watchman at dispensary, yard, Philadelphia.	75 00
W. Choate & Co. ....	Stationery for Bureau .....	21 70
E. H. Green .....	Transportation of insane .....	29 14
J. H. Bellingham .....	Car-tickets, &c., for dispensary, yard, New York.	12 80

No. 3.—*Statement of expenditures from appropriation contingent, Medicine and Surgery, &c.—Continued.*

Name.	Item.	Amount.
L. G. Lewis .....	Washing for dispensary, yard, New York.	\$28 85
J. C. Denning .....	Book-binding, hospital, Norfolk	48 25
J. R. Whitaker .....	Washing, brooms, &c., for dispensary, yard, Mare Island.	9 71
Jos. Brownlie .....	Horse-feed for dispensary, yard, Mare Island.	32 57
John Hunter .....	Fireman at hospital, Philadelphia.	9 00
Express company .....	Freight on medical stores	2 50
J. A. Shaw .....	Laborer at dispensary	60 00
J. Thornton .....	do	60 00
M. M. Kearney .....	Rent of dispensary	40 00
J. H. Bond .....	Laborer	60 00
Jos. Miner .....	Janitor of medical board	60 00
J. H. Tunnell .....	Laborer, dispensary, yard, Philadelphia.	69 00
G. A. Shurtleff .....	Support of insane at insane hospital, Stockton, Cal.	215 47
W. Choate & Co. ....	Medical books	62 85
William Johnson .....	Fireman at hospital, Philadelphia.	9 00
R. Hodges .....	Washing at dispensary, receiving-ship, Norfolk.	7 50
J. McMahon .....	Freight on medical stores	65 95
Do .....	Assistant packer at laboratory	24 65
W. C. Conrad .....	Manufacturer at laboratory	73 97
H. M. Barnes .....	Assistant packer	24 65
Gas company .....	Gas at hospital, Philadelphia	44 62
H. O. Houghton & Co. ....	Medical books	5 00
W. C. Conrad .....	Manufacturer at laboratory	76 43
J. McMahon .....	Assistant packer at laboratory	25 47
H. M. Barnes .....	do	25 47
J. McMahon .....	Freight on medical stores	43 61
William Johnson .....	Fireman at hospital, Philadelphia.	18 00
G. Dallett .....	Soap for hospital, Philadelphia.	34 62
Sheppard & Co. ....	Table-linen, &c., for hospital, Philadelphia.	35 25
Steele & Bro .....	Dishes for hospital, Philadelphia.	30 91
Western Union Telegraph Company ..	Telegrams, official	23 91
E. H. Green .....	Transportation of insane	29 73
J. McMahon .....	Freight on medical stores	220 05
Gas company .....	Gas at hospital, Philadelphia.	41 63
J. McMahon .....	Cleaning carpets for laboratory	11 70
Galt & Bro .....	Ice-pitcher for Bureau	13 00
John Lockie .....	Directory, (business,) for Bureau.	5 00
M. B. Clark .....	Washing towels for Bureau	6 20
J. H. Bond .....	Laborer	60 00
W. Choate & Co. ....	Stationery for Bureau	59 12
W. Ballantyne .....	do	20 33
J. Miner .....	Janitor of medical board	60 00
Ice company .....	Ice for medical board	2 55
W. Ballantyne .....	Stationery for medical board	7 50
A. P. Bogue .....	Cadavers for medical board	80 00
Thomas Bowie .....	Care of dissecting-room	30 00
Total .....		12,269 98



# 34 . CONTINGENT FUND OF THE NAVY DEPARTMENT.

## No. 3.—Statement of expenditures from appropriation contingent, Medicine and Surgery, &c.—Continued.

FROM JULY 1, 1875, TO NOVEMBER 30, 1875.

Name.	Item.	Amount.
John Thornton.....	Laborer, naval dispensary.....	\$60 00
J. A. Shaw.....	do.....	60 00
M. M. Kearney.....	Rent, naval dispensary.....	40 00
Henry & Plant.....	Repairs to carriages, naval dispensary.....	32 70
H. Thornton.....	Washing, naval dispensary.....	8 00
Scrannage & Williams.....	Horseshoeing, naval dispensary ..	8 00
B. Koch.....	Repairs to carriage, naval dispensary.....	10 50
E. Edwards.....	Repairs to furniture, naval dispensary.....	3 50
R. Cruitt.....	Livery of horse, naval dispensary.....	63 00
Kennebec Ice Company .....	Ice for Bureau .....	11 70
J. Hinkle.....	Washing, League Island, Pa.....	7 60
W. C. Conrad.....	Manufacturer, naval laboratory.....	73 97
J. McMahon.....	Packer, naval laboratory.....	24 65
H. M. Burnes.....	do.....	24 65
L. G. Lewis.....	Washing, marine barracks, New York.....	18 00
J. H. Trunnell.....	Laborer, dispensary, Philadelphia yard.....	60 00
A. Trunnell.....	Washing, dispensary, Philadelphia yard.....	4 00
Adams Express Company .....	Expressage on official matter.....	7 45
Postmaster, Washington.....	Postage, foreign.....	29 18
G. W. Gamaway.....	Feed, &c., hospital, Chelsea.....	197 44
William Johnson.....	Fireman, hospital, Philadelphia.....	18 00
J. O'Connell.....	Washing, dispensary, New York.....	84 90
R. Brady.....	Washing, receiving-ship, Philadelphia.....	6 00
E. S. Farson.....	Bucket and basins, receiving-ship, Philadelphia.....	5 20
William Hurley.....	Freight, receiving-ship, Portsmouth.....	3 00
Do.....	Washing, receiving-ship, Portsmouth.....	8 00
E. H. Adams.....	Feed, &c., hospital, Washington.....	70 32
William Wells.....	Washing, dispensary, yard, Washington.....	4 50
M. A. Cooper.....	Washing, marine barracks, Washington.....	3 30
William Russell.....	Washing, dispensary, Boston.....	5 00
Martin & Rogers.....	Lamps, receiving-ship, Norfolk.....	25 00
R. Hodges.....	Washing, receiving-ship, Norfolk.....	7 50
R. C. Godwin.....	Washing, dispensary, Norfolk.....	9 00
Western Union Telegraph Company .....	Official telegrams.....	10 55
H. C. Lea.....	Medical journals.....	175 00
Ann Rice.....	Washing, receiving-ship, New York.....	24 60
H. H. Goodman.....	Garden-seeds, hospital, Annapolis.....	42 20
G. Teldmyer.....	Repairs to wagon, hospital, Annapolis.....	25 00
J. McMahon.....	Freight, &c., naval laboratory.....	49 68
William Wood & Co.....	Medical books, naval laboratory.....	33 65
A. Agar.....	Stationery, naval laboratory.....	17 72
G. W. Child.....	Feed, naval laboratory.....	55 80
Gifford & Bro.....	Blank-books, naval laboratory.....	18 50
G. W. Child.....	Feed, hospital, New York.....	85 47
R. Van Brunt.....	Freight, &c., hospital, New York.....	48 79
G. E. Franklin.....	Freight, &c., hospital, Annapolis.....	92 98

## No. 3.—Statement of expenditures from appropriation contingent, Medicine and Surgery, &amp;c.—Continued.

Name.	Item.	Amount.
G. N. Rider.....	Books for Bureau library.....	\$14 00
J. F. Bridget.....	Wagon for dispensary.....	125 00
A. J. French.....	Freight, &c., hospital, Portsmouth.....	1 45
R. M. French.....	Washing, hospital, Portsmouth.....	36 00
F. Townsend.....	Horse, for dispensary.....	176 60
A. M. Moore.....	Transporting insane.....	30 60
H. McHutton.....	Repairs to ambulance, hospital, Pensacola.....	2 95
G. Williams.....	Night work, hospital, Pensacola.....	36 00
W. Hanlin.....	Freight, &c., hospital, Pensacola.....	26 70
H. McHutton.....	Miscellaneous, hospital, Pensacola.....	31 10
J. Brownlie.....	Feed, &c., yard, Mare Island.....	23 39
J. R. Whitaker.....	Washing, dispensary, Mare Island.....	9 94
W. A. Townsend.....	Medical books.....	50 66
J. M. Burrows.....	Sundries, hospital, Philadelphia.....	33 71
R. Brush.....	Seeds, hospital, Philadelphia.....	35 20
Pennsylvania and New York Navigation Company.....	Freight, yard, Philadelphia.....	2 50
H. Wurdeman.....	Repairs to furniture.....	68 00
J. H. Bond.....	Laborer.....	62 00
J. A. Shaw.....	Laborer, naval dispensary.....	62 00
J. Thornton.....	do.....	62 00
M. M. Kearney.....	Rent, naval dispensary.....	40 00
J. Minor.....	Janitor, medical board.....	62 00
W. C. Conrad.....	Manufacturer, naval laboratory.....	76 43
H. M. Barnes.....	Packer, naval laboratory.....	25 47
J. McMahon.....	do.....	25 47
George Cass.....	Watchman, hospital, Philadelphia.....	20 00
Ed. Murphy.....	Fireman, hospital, Philadelphia.....	18 00
L. Wetter.....	Sundries, hospital, Norfolk.....	24 13
Kimberly Bros.....	Feed, &c., hospital, Norfolk.....	106 75
A. Agar.....	Stationery, naval laboratory.....	50 85
W. Wood.....	Books, naval laboratory.....	54 95
J. McMahon.....	Freight, &c., naval laboratory.....	34 46
R. G. Phelps & Co.....	Lumber, naval laboratory.....	20 41
Western Union Telegraph Company.....	Official telegrams.....	32 48
W. C. Conrad.....	Manufacturer, laboratory.....	22 19
J. M. Steele.....	Transporting insane.....	29 80
A. Cowling.....	Hire of carriage.....	9 50
W. Hanlein.....	Freight, &c., yard, Pensacola.....	6 78
W. Choate & Co.....	Medical books, Bureau library.....	39 00
C. F. Chandler.....	Medical books.....	27 50
J. H. Bond.....	Laborer.....	62 00
J. A. Shaw.....	Laborer, dispensary.....	62 00
John Thornton.....	do.....	62 00
M. M. Kearney.....	Rent for naval dispensary.....	40 00
H. M. Barnes.....	Packer for naval laboratory.....	25 47
J. McMahon.....	do.....	25 47
E. Murphy.....	Fireman for hospital, Philadelphia.....	18 00
George Cass.....	Watchman, hospital, Philadelphia.....	20 00
J. Minor.....	Janitor for medical board.....	62 00
Western Union Telegraph Company.....	Official telegrams.....	10 62
C. K. Stelwagen.....	Making drawings.....	63 00
R. G. Phelps & Co.....	Lumber for naval laboratory.....	199 76
J. McMahon.....	Freight, &c., for naval laboratory.....	31 74
A. Agar.....	Stationery for naval laboratory.....	15 16
Swan & Brombacher.....	Hardware for naval laboratory.....	19 30
M. T. Wentworth.....	Health officer, Portsmouth, N. H.....	10 00
Scott & Hutchinson.....	Hand-cart, hospital, Philadelphia.....	35 00
J. A. Baldwin.....	Furniture for marine barracks, New York.....	103 50
J. McMahon.....	Freight for naval laboratory.....	60 39

No. 3.—*Statement of expenditures from appropriation contingent, Medicine and Surgery, &c.*—Continued.

Name.	Item.	Amount.
J. H. Terrell.....	Transporting insane.....	\$18 50
J. H. Bond.....	Laborer.....	60 00
Boston Traveler.....	Advertising for coal.....	2 25
Boston Journal.....	do.....	3 37
Boston Transcript.....	do.....	2 63
Boston Daily Advertiser.....	do.....	2 63
J. Miner.....	Janitor for medical board.....	60 00
M. M. Kearney.....	Rent for naval dispensary.....	40 00
J. Thornton.....	Laborer for naval dispensary.....	60 00
J. A. Shaw.....	do.....	60 00
W. N. Chandler.....	Livery for naval dispensary.....	92 00
H. Thornton.....	Washing for naval dispensary.....	8 00
B. Koch.....	Harness for naval dispensary.....	58 00
Washington Gas Company.....	Gas for naval dispensary.....	2 75
Kennebec Ice Company.....	Ice for naval dispensary.....	7 90
H. M. Barnes.....	Packer for naval laboratory.....	24 65
J. McMahon.....	do.....	24 65
Do.....	Freight for naval laboratory.....	36 29
E. Murphy.....	Fireman for hospital, Philadelphia.....	18 00
George Cass.....	Nurse for hospital, Philadelphia.....	20 00
A. Trunnell.....	Washing, dispensary, Philadelphia.....	5 00
M. Wells.....	Washing, dispensary, Washington.....	3 00
M. A. Cooper.....	Washing for marine barracks, Washington.....	3 00
R. Hodges.....	Washing, receiving-ship, Norfolk.....	7 50
R. C. Godwin.....	Washing for dispensary, Norfolk.....	5 50
M. Russell.....	do.....	6 00
G. L. Loomis.....	Washing for barracks, New York.....	17 59
E. Button.....	Incidentals for Naval Academy.....	12 40
J. R. Carpenter.....	Ice, receiving-ship, Philadelphia.....	6 10
R. S. Barry.....	Washing for receiving-ship, Philadelphia.....	7 00
A. Johnson.....	Stowing coal for naval dispensary.....	6 75
Adams Express Company.....	Freight on official matter.....	9 20
N. Peters.....	Lithographing drawings.....	131 50
W. Hurley.....	Washing for receiving-ship, Portsmouth.....	10 00
Western Union Telegraph Company.....	Official telegrams.....	9 19
D. Clapp & Son.....	Medical Journal.....	2 00
Kimberly Bros.....	Feed, &c., for hospital, Norfolk.....	141 65
G. E. Franklin.....	Incidentals for hospital, Annapolis.....	84 90
Do.....	do.....	7 23
G. W. Gannaway.....	Feed, &c., for hospital, Chelsea.....	175 42
J. O'Connell.....	Washing, &c., for yard, New York.....	97 70
E. H. Adams.....	Sundries for hospital, Washington.....	91 75
Washington Gas Company.....	Gas for hospital, Washington.....	77 25
E. H. Adams.....	Feed, &c., hospital, Washington.....	63 95
W. L. Clyde.....	Freight, &c., yard, Philadelphia.....	2 00
Ann Rice.....	Washing for receiving-ship, New York.....	31 30
E. Murphy.....	Fireman, hospital, Philadelphia.....	4 80
K. M. French.....	Washing for hospital, Portsmouth.....	38 00
N. F. Mather.....	Water-cooler for hospital, Portsmouth.....	6 75
J. M. Burrows.....	Sundries, hospital, Philadelphia.....	17 21
G. & T. Dallett.....	Soap for hospital, Philadelphia.....	21 87
L. R. Jones.....	Taking down Bureau awnings.....	4 75
G. B. Richart.....	Harness, dispensary, Mare Island.....	58 48
J. R. Whitaker.....	Washing, &c., for dispensary, Mare Island.....	11 31
J. M. Brownlie.....	Feed for dispensary, Mare Island.....	32 65
W. H. Dunn.....	Table for naval dispensary.....	16 00

## No. 3.—Statement of expenditures from appropriation contingent, Medicine and Surgery, &amp;c.—Continued.

Name.	Item.	Amount.
J. Welworth .....	Soap, hospital, New York .....	\$32 50
G. W. Child .....	Feed, hospital, New York .....	45 55
R. Van Brunt .....	Freight, &c., hospital, New York ..	52 33
J. H. Bellingham .....	Car and ferry tickets, yard, New York .....	11 00
T. Shelton .....	Cartage, &c., naval dispensary .....	1 00
J. H. Bond .....	Laborer .....	62 00
J. Minor .....	Janitor, medical board .....	62 00
J. A. Shaw .....	Laborer .....	62 00
J. Thornton .....	do .....	62 00
M. M. Kearney .....	Rent, naval dispensary .....	40 00
M. J. Wright .....	Sundries, hospital, Mare Island ..	238 96
W. Scott .....	Transporting insane .....	23 72
J. W. Queen .....	Instruments, Naval Academy .....	77 50
George Cass .....	Night-work, hospital, Philadelphia ..	20 00
D. Kane .....	Fireman, hospital, Philadelphia ..	9 60
H. M. Barnes .....	Packer, naval laboratory .....	25 47
J. McMahon .....	do .....	25 47
Do .....	Freight, &c., naval laboratory .....	85 55
Coe & Murritt .....	Wagon, naval laboratory .....	250 00
F. Nash .....	Watchman, hospital, Pensacola ..	68 50
W. Wilkins .....	do .....	61 65
William Hanlin .....	Freight, &c., hospital, Pensacola ..	3 10
Mrs. Dougherty .....	Washing, hospital, Pensacola .....	10 50
H. McHutton .....	Hay, hospital, Pensacola .....	27 30
A. Agar .....	Stationery, naval laboratory .....	37 90
Swan & Brombacher .....	Sundries, naval laboratory .....	74 06
R. G. Phelps .....	Lumber, naval laboratory .....	141 79
G. W. Gifford .....	Binding journals, naval laboratory ..	23 35
G. W. Child .....	Feed, naval laboratory .....	88 37
Western Union Telegraph Company ..	Official telegrams .....	3 27
W. Choate & Co. ....	Medical books .....	12 00
Tohey .....	Washing, hospital, Yokohama .....	33 04
G. Domoney & Co. ....	Sundries, hospital, Yokohama .....	57 89
Wardman & Bro .....	Repairs to furniture .....	27 50
W. R. Brown .....	Sundries, Bureau .....	16 40
Knickerbocker Ice Company .....	Ice, dispensary, New York .....	12 35
J. McMahon .....	Freight, naval laboratory .....	73 26
Tenchby .....	Washing, hospital, Yokohama .....	39 84
G. Domoney .....	Sundries, hospital, Yokohama .....	47 72
J. Thornton .....	Laborer, naval dispensary .....	60 00
J. A. Shaw .....	do .....	60 00
M. M. Kearney .....	Rent, naval dispensary .....	40 00
J. H. Bond .....	Laborer .....	60 00
J. Minor .....	Janitor, medical board .....	60 00
Total .....	.....	8,415 78

No. 4.—*Statement of expenditure of appropriation contingent, Ordnance.*

FROM DECEMBER, 1874, TO JUNE 30, 1875.

Name.	Article.	Amount.
New York Herald.....	Subscription.....	\$12 00
W. C. & F. P. Church.....	10 copies Army and Navy Journal.....	1 50
W. C. Bryant & Co.....	Subscription.....	12 00
Levi Curry.....	Putting pigeon-holes in cases.....	30 00
H. L. Shepard & Co.....	10 copies Aldrick's Marine Corps.....	52 00
L. Williams.....	Making packing-boxes.....	18 55
R. B. Mohun & Co.....	10 electrotypes and 1 set instruments.....	85 40
National Republican.....	Subscription.....	16 00
W. C. Bresselievre.....	14 volumes Transactions of Institution of Naval Architects.....	1-9 00
L. Williams.....	Packing-boxes.....	12 00
D. Van Nostrand.....	12 "Butler's Projectiles".....	72 00
Total.....		500 45

FROM JULY 1, 1875, TO DECEMBER 1, 1875.

A. Gaddis.....	Seeds for magazine grounds.....	\$46 33
Washington City Post-office.....	Postage on foreign letters.....	19 00
J. W. McKnight & Co.....	1 office chair.....	16 00
Safe Deposit Company.....	Rent of box.....	60 00
Norris Peters.....	1,000 copies each of 12 maps.....	150 00
The Press.....	Subscription.....	8 40
L. Williams.....	Packing-boxes.....	5 50
R. Cruik, jr.....	Carriage-hire, visiting magazine.....	5 00
Do.....	do.....	7 00
A. Hohl & Co.....	Putting up electric bells.....	84 00
E. Remington & Son.....	Type-writer.....	125 00
Dinsmore, Yost & Co.....	Ribbon for type-writer.....	3 00
Total.....		559 34

BUREAU OF ORDNANCE, *January 3, 1876.*No. 5.—*Expenditures under contingent, Yards and Docks, formerly designated emergency fund.*

1874.

Dec. 9. Foundry chimney and wharf at Boston, (labor).....	\$2,500
Dec. 28. Pay of watchmen at Key West, (labor).....	697
Dec. 4. Repairs to sectional dock at Philadelphia, (labor).....	15,000

1875.

Jan. 3. Cleaning up Pensacola yard during yellow fever, (labor).....	3,926
Jan. 21. Repairing banks at League Island and strengthening same, (labor).....	14,850
Jan. 21. Additional repairs to sectional dock at Philadelphia, (labor).....	2,475
Jan. 22. Fence and chain, navy-yard, Washington.....	174
Sept. 1. Temporary hospital-buildings at Pensacola, Fla.....	18,872
Oct. 25. Pay of watchmen, Key West.....	100

58,598

## No. 6.—Statement of expenditures under appropriation contingent, Navigation.

FROM DECEMBER 1, 1874, TO JUNE 30, 1875.

Date.	Name.	Nature of service.	Amount.
1874.			
Dec. 1	C. H. Earl.....	Transportation of chronometers.	\$3 75
Dec. 2	Adams Express Company.....	Freight.....	6 05
Dec. 3	W. J. Murtagh.....	Advertising.....	1 12
Dec. 5	D. Van Nostrand.....	Subscription to professional periodicals.	25 00
Dec. 5	Adams Express Company.....	Freight.....	15 90
Dec. 7	Wilburn & Hastings.....	Transportation.....	33 00
Dec. 7	Pacific Mail Steamship Company.....	Freight.....	11 60
Dec. 8	Adams Express Company.....	do.....	7 60
Dec. 10	Boston Ice Company.....	Ice.....	15 00
Dec. 26	D. Van Nostrand.....	Subscription to professional periodicals.	9 00
Dec. 29	Lient. C. H. West.....	Freight.....	2 65
Dec. 30	C. G. Fraucklyn.....	do.....	7 87
1875.			
Jan. 2	Steamer William Crane.....	do.....	81
Jan. 2	Adams Express Company.....	do.....	3 50
Jan. 2	Old Dominion Steamship Company.....	do.....	18 36
Jan. 2	William G. Overend.....	Transportation.....	5 84
Jan. 2	William E. Fitzhugh.....	Telegrams.....	1 12
Jan. 4	Steamer Lady of the Lake.....	Freight.....	13 48
Jan. 5	Lient. C. H. West.....	do.....	4 00
Jan. 7	I. F. Sanner.....	Packing-boxes.....	16 50
Jan. 7	Adams Express Company.....	Freight.....	37 15
Jan. 16	Lient. C. H. West.....	do.....	1 51
Jan. 19	D. Van Nostrand.....	Subscription to professional periodicals.	2 50
Jan. 29	C. C. Jackson.....	Expressage.....	9 42
Jan. 30	Dana & Siliman.....	Subscription to professional periodicals.	6 00
Feb. 1	Adams Express Company.....	Freight.....	80
Feb. 3	Lient. C. H. West.....	do.....	6 00
Feb. 5	Adams Express Company.....	do.....	12 10
Feb. 8	do.....	do.....	2 30
Feb. 9	Lient. C. H. West.....	do.....	4 25
Feb. 10	William P. Eddy.....	do.....	14 60
Feb. 10	L. H. Bigelow.....	do.....	75
Feb. 13	D. Van Nostrand.....	Subscription to professional periodicals.	24 84
Feb. 15	do.....	do.....	3 44
Feb. 15	Wells, Fargo & Co.....	Freight.....	6 50
Feb. 15	W. G. Overend.....	Transportation.....	6 00
Feb. 15	California Pacific Railroad Company.....	Freight.....	3 91
Feb. 15	L. H. Bigelow.....	do.....	1 25
Mar. 3	Lient. C. H. West.....	do.....	5 35
Mar. 3	I. F. Sanner.....	Packing-boxes.....	5 00
Mar. 4	Lient. C. H. West.....	Freight.....	15 25
Mar. 5	California Pacific Railroad Company.....	do.....	6 14
Mar. 5	Pacific Mail Steamship Company.....	do.....	9 67
Mar. 6	Adams Express Company.....	do.....	6 75
Mar. 6	Norfolk Ferry Company.....	Transportation.....	3 00
Mar. 8	Metropolitan Steamship Company.....	Freight.....	1 80
Mar. 10	C. A. Young.....	do.....	2 50
Mar. 17	W. G. Overend.....	Transportation.....	6 50
Mar. 19	F. W. Overend.....	Freight.....	50
Mar. 19	Eastern Railroad Company.....	do.....	4 50
Mar. 20	Lient. C. H. West.....	do.....	15 08
Apr. 1	D. S. Holman.....	Subscription to professional periodical.	5 00
Apr. 3	Old Dominion Steamship Company.....	Freight.....	8 82

## No. 6.—Statement of expenditures under appropriation contingent, Navigation—Continued.

Date.	Name.	Nature of service.	Amount.
1875.			
Apr. 3	Adams Express Company.....	Freight.....	\$0 50
Apr. 3	Julius Vielt.....	Repairing desks.....	12 50
Apr. 7	Adams Express Company.....	Freight.....	10 15
Apr. 8	W. J. Murtagh.....	Subscription.....	8 00
Apr. 19	Wells, Fargo & Company.....	Freight.....	14 00
Apr. 19	W. G. Overend.....	Transportation.....	5 00
Apr. 21	Lient. C. H. West.....	Freight.....	20 15
Apr. 26	William P. Eddy.....	do.....	1 00
May 1	The Pacific Mail Company.....	do.....	11 02
May 4	Lient. C. H. West.....	do.....	7 30
May 7	Adams Express Company.....	do.....	1 00
May 7	Pennsylvania Railroad Company.....	do.....	2 32
May 7	Adams Express Company.....	do.....	49 60
May 8	D. Van Nostrand.....	Subscription to professional periodicals.....	1 00
May 8	Western Union Telegraph Company.....	Telegrams.....	2 12
May 14	Eastern Railroad Company.....	Freight.....	23 10
May 20	Boston and Philadelphia Steamship Company.....	do.....	3 50
May 20	George N. Sullivan.....	Subscription to professional periodicals.....	8 50
May 21	C. H. West.....	Freight.....	16 27
May 22	Wells, Fargo & Co.....	do.....	5 25
May 25	Pennsylvania Railroad Company.....	do.....	10 87
May 26	W. P. Eddy.....	do.....	12 95
May 31	L. C. Cook.....	Commission on auction sales.....	16 77
June 2	D. Pullman.....	Freight.....	1 46
June 2	W. G. Overend.....	Transportation.....	6 50
June 7	Adams Express Company.....	Express charges.....	4 55
June 12	Jackson & Co., express.....	Freight.....	5 25
June 17	T. H. Looker.....	do.....	4 15
June 18	G. N. Rider.....	Subscription to professional periodicals.....	6 00
June 24	J. W. Joyce.....	Expressage.....	6 90
June 25	C. G. Fraucklyn.....	Freight.....	8 46
June 29	D. Van Nostrand.....	Subscription to professional periodicals.....	5 35
	Total.....		734 55

FROM JULY 1, 1875, TO DECEMBER 1, 1875.

1875.			
July 1	Mohun Bros.....	Subscription to professional periodicals.....	\$1 50
July 3	Washington City Post-office.....	Postage.....	33 56
July 6	D. Van Nostrand.....	Subscription to professional periodicals.....	4 25
July 6	Adams Express Company.....	Freight.....	3 75
July 10	William N. Eaton.....	Transportation.....	1 25
July 12	John Williams.....	do.....	1 75
July 12	Adams Express Company.....	Freight.....	158 45
July 12	J. F. Sanner.....	Packing-box.....	5 00
July 13	Lient. C. H. West.....	Freight.....	4 67
July 15	do.....	do.....	13 60
July 16	John A. Baker.....	Repairs to letter-scale.....	6 50
July 19	W. G. Overend.....	Transportation.....	6 94
July 26	D. Van Nostrand.....	Subscription to professional periodicals.....	1 02
July 28	Metropolitan Steamship Company.....	Freight.....	17 00
July 31	Steamer John Gibson.....	do.....	2 69
Aug. 4	Adams Express Company.....	do.....	1 80

## No. 6.—Statement of expenditures under appropriation contingent, Navigation—Continued.

Date.	Name.	Nature of service.	Amount.
1875.			
Aug. 4	Pacific Mail Steamship Company ..	Freight .....	\$14 82
Aug. 4	Colorado Steam Navigation Company.	do .....	17 23
Aug. 5	Adams Express Company .....	do .....	67 20
Aug. 9	D. Van Nostrand .....	Subscription to professional periodicals.	6 00
Aug. 11	United States Army and Navy Journal.	Subscription .....	6 00
Aug. 12	D. Van Nostrand .....	do .....	1 50
Aug. 13	Philadelphia and New York Steamship Company .....	Freight .....	75
Aug. 21	W. P. Clyde & Co .....	do .....	2 75
Sept. 2	D. Van Nostrand .....	Subscription .....	25 99
Sept. 2	Adams Express Company .....	Freight .....	1 50
Sept. 2	Old Dominion Steamship Company ..	do .....	2 50
Sept. 2	J. F. Sullivan .....	do .....	30 24
Sept. 13	Adams Express Company .....	do .....	14 65
Sept. 17	California Pacific Railroad Compa'y	do .....	1 17
Sept. 29	Pacific Mail Steamship Company ..	do .....	30 82
Oct. 2	Adams Express Company .....	do .....	40
Oct. 2	Old Dominion Steamship Company ..	do .....	40 54
Oct. 4	J. F. Sanuer .....	Packing-boxes .....	8 00
Oct. 6	Adams Express Company .....	Freight .....	11 25
Oct. 7	do .....	do .....	1 30
Oct. 12	Wells, Fargo & Co. Express .....	do .....	90 50
Oct. 12	California Pacific Railroad Compa'y	do .....	57
Oct. 14	D. Nan Nostrand .....	Subscription to professional periodicals.	77
Oct. 18	William P. Eddy .....	Freight .....	1 82
Oct. 23	W. A. Fiske & Bro. ....	Printing letter-headings ..	15 00
Oct. 25	Adams Express Company .....	Freight .....	7 40
Oct. 25	J. L. Fairbanks & Co .....	Stationery .....	7 00
Oct. 25	J. Watson .....	Type .....	45 05
Oct. 25	T. S. & J. D. Negus .....	Repairing tell-tale compass.	5 50
Nov. 1	Lient. Charles Seymour .....	Freight .....	12 25
Nov. 2	Lient. J. F. Sullivan .....	do .....	24 33
Nov. 3	Adams Express Company .....	do .....	1 15
Nov. 6	Western Union Telegraph Company	Telegrams .....	3 00
Nov. 8	Pacific Mail Steamship Company ..	Freight .....	109 36
Nov. 10	Boston Ice Company .....	Ice .....	7 25
Nov. 10	D. Van Nostrand .....	Subscription to professional periodicals.	7 03
Nov. 11	A. Schumaker & Co .....	Freight .....	4 25
Nov. 13	W. H. Arthur & Co .....	Transportation .....	24 50
Nov. 17	L. C. Campbell .....	Hardware .....	19 10
Nov. 23	Adams Express Company .....	Freight .....	15 25
Nov. 27	Steamer John Gibson .....	do .....	4 10
	Total .....		952 92



No. 7.—*Expenses of the Bureau of Provisions and Clothing, paid from appropriation contingent, 1874-'75.*

FROM DECEMBER 1, 1874, TO JUNE 30, 1875.

Date.	Name.	Nature of service.	Amount.
1874			
Dec. 2	Benner & Pinkney	Transportation of stores	\$75 00
Dec. 2	T. Norton & Co.	do	1,119 30
Dec. 2	William Dalzell	do	5 16
Dec. 2	C. H. Mallory & Co.	do	339 12
Dec. 2	Mail Steamship Company	do	94 77
Dec. 2	C. H. Mallory & Co.	do	3-9 07
Dec. 2	J. D. Dean	do	458 50
Dec. 2	Borden Lorell	do	15 17
Dec. 2	Kuickerbocker Ice Company	Ice	38 40
Dec. 4	Mactier & Steel	Coal	44 00
Dec. 7	Jackson & Co.	Express charge	5 00
Dec. 14	Benner & Pinkney	Freight	199 37
Dec. 14	J. C. Kenyon	do	30 62
Dec. 14	H. S. Ohl	do	18 00
Dec. 14	V. H. Brown & Co.	do	10,660 30
Dec. 17	George F. Cutter	do	23 58
Dec. 17	Baltimore and Potomac Railroad Company.	do	4 15
Dec. 17	J. F. Denson	Traveling expenses	38 00
Dec. 17	H. E. Getty	Stationery	19 35
Dec. 17	W. H. Dempsey	do	84 93
Dec. 17	Western Union Telegraph Company	Telegrams	10 20
Dec. 17	Franklin Telegraph Company	do	67
Dec. 17	J. G. Hodge & Co.	Stationery	126 35
1875.			
Jan. 5	Star Union Line	Freight	12 92
Jan. 5	C. H. Mallory & Co.	do	69 66
Jan. 6	A. Burtis	Telegrams, freight, and car-tickets.	43 40
Jan. 6	C. H. Mallory & Co.	Freight	3 15
Jan. 6	W. H. Arthur & Co.	Clothing tags	29 50
Jan. 12	R. S. McConnell	Express charges	4 00
Jan. 18	J. H. Foster	Stationery	22 55
Jan. 18	Portsmouth Bridge Company	Tolls	1 35
Jan. 18	R. Patrick & Co.	Padlock	2 00
Feb. 2	Chicago and Northwestern Railroad Company.	Freight	2 43
Feb. 2	Adams Express Company	do	40
Feb. 2	Steamer Lady of the Lake	do	7 20
Feb. 2	Cushing & Baily	Stationery	49 34
Feb. 2	W. H. Dempsey	do	34 45
Feb. 2	F. V. Walker	Car-tickets	5 00
Feb. 2	Western Union Telegraph Company	Telegrams	8 51
Feb. 2	A. E. Cutter & Co.	Stationery	4 00
Feb. 6	Star Union Line	Freight	2 95
Feb. 6	Old Dominion Steamship Company.	do	19 50
Feb. 6	R. Magee	Stationery	23 45
Feb. 13	D. B. Read	Express charges	8 75
Feb. 17	R. Beall	Stationery	111 15
Feb. 17	W. Choate & Co.	do	600 00
Feb. 17	J. H. Howard	Steward's stores	218 00
Feb. 17	Safe Deposit Company	Storage	25 00
Feb. 18	J. L. Fairbanks & Co.	Stationery	68 00
Mar. 15	F. C. Demming	do	117 10
Mar. 15	J. H. Foster	do	31 45
Mar. 15	F. Baker	Freight	13 00
Mar. 15	F. Norton	do	824 30
Mar. 15	Old Dominion Steamship Company.	do	157 50
Mar. 15	C. H. Mallory & Co.	do	65 23
Mar. 15	W. H. Arthur & Co.	Stationery	49 50

No. 7.—*Expenses of the Bureau of Provisions and Clothing, &c.*—Continued.

Date.	Name.	Nature of service.	Amount.
1875.			
Mar. 15	G. S. Bell.....	Stationery.....	\$27 95
Mar. 17	C. McK. Oerting.....	Freight.....	10 00
Mar. 20	George W. Beaman.....	Ferriages, telegrams, and exchanges.	15 25
Mar. 20	A. Bengdorff.....	Repairing furniture.....	153 50
Mar. 20	Western Union Telegraph Company.	Telegrams.....	25
April 5	Baltimore and Potomac Railroad Company.	Freight.....	6 00
April 5	J. C. Kenyon.....	do.....	78 81
April 5	A. Burtis.....	Telegrams, expressage, and car-tickets.	44 30
April 5	W. H. Arthur & Co.....	Stationery and tags.....	32 30
June 2	Sears & Cole.....	Stationery.....	199 30
June 5	Wells, Fargo & Co.....	Freight.....	167 65
June 5	L. H. Hopkins.....	Furniture for pay-office, navy-yard.	12 95
June 5	Chicago and Northwestern Rail- road Company.	Freight.....	67
June 5	Western Union Telegraph Company.	Telegrams.....	60
June 9	National Republican.....	Subscription.....	8 00
June 9	F. V. Walker.....	Car-tickets, \$10; ice-tickets, \$4.75.	14 75
June 9	Adams Express Company.....	Freight.....	2 75
June 9	Franklin Telegraph Company.....	Telegrams.....	1 16
June 9	Western Union Telegraph Company.	do.....	5 32
June 18	Wells, Fargo & Co.....	Freight.....	67 00
June 18	D. Turner.....	do.....	18 96
			17,307 31

FROM JULY 1, 1875, TO DECEMBER 1, 1875.

July 6	J. L. Fairbanks & Co.....	Stationery.....	16 50
July 6	H. J. Bullay.....	Freight.....	108 75
July 12	George F. Cutter.....	Express charges.....	27 75
July 21	R. Beall.....	Envelopes.....	3 75
July 21	Adams Express Company.....	Express charges.....	75
July 21	Kennebec Ice Company.....	Ice.....	5 85
July 21	Western Union Telegraph Company.	Telegrams.....	54
July 21	G. F. Hyde.....	Freight.....	6 30
Aug. 2	W. H. Arthur & Co.....	Stationery.....	140 05
Aug. 4	W. P. Clyde & Co.....	Freight.....	71 74
Aug. 4	C. H. Mallory & Co.....	do.....	129 06
Aug. 4	Old Dominion Steamship Company.	do.....	58 70
Aug. 4	William Dalzell.....	do.....	8 51
Aug. 4	S. H. Davis.....	do.....	7 70
Aug. 4	H. J. Bullay.....	do.....	60 19
Aug. 4	W. H. Arthur & Co.....	Stationery.....	15 92
Aug. 4	J. C. Kenyon.....	Freight.....	6 40
Aug. 4	James Henry.....	do.....	1,370 24
Aug. 9	Jackson & Co.....	Express charges.....	1 75
Aug. 12	R. E. Anson.....	Ice.....	11 64
Aug. 20	H. C. Deming.....	Stationery.....	51 50
Aug. 23	Army and Navy Journal.....	Subscription.....	6 00
Aug. 23	J. C. Kenyon.....	Freight.....	35 07
Aug. 23	L. H. Hopkins.....	Steward's stores.....	8 40
Aug. 23	W. H. Dempsey.....	Stationery.....	103 50
Aug. 23	R. Beall.....	do.....	97 75
Aug. 24	E. Reilly.....	Freight.....	16 30
Aug. 25	J. H. Foster.....	Stationery.....	53 35

No. 7.—*Expenses of the Bureau of Provisions and Clothing, &c.*—Continued.

Date.	Name.	Nature of service.	Amount.
1875.			
Sept. 1	J. G. Hodge & Co.....	Stationery.....	\$120 70
S-pt. 1	Old Dominion Steamship Company.	Freight.....	21 00
Sept. 1	W. P. Clyde & Co.....	do.....	71 48
Sept. 6	F. Stein.....	Stationery.....	44 00
Sept. 9	Old Dominion Steamship Company.	Freight.....	6 30
Sept. 11	J. F. Crown.....	Arranging records since fire, (August.)	75 00
Sept. 11	W. H. Dempsey.....	Stationery.....	338 30
Sept. 13	R. E. Anson.....	Ice.....	12 75
Sept. 13	W. H. Arthur & Co.....	Stationery.....	30 00
Sept. 20	W. Choate & Co.....	do.....	18 93
Sept. 20	W. H. Dempsey.....	do.....	308 05
Sept. 20	Western Union Telegraph Company.	Telegrams.....	8 77
Sept. 22	J. F. Crown.....	Arranging records since fire, (September.)	75 00
Oct. 1	J. L. Fairbanks & Co.....	Stationery.....	167 75
Oct. 1	Old Dominion Steamship Company.	Freight.....	209 15
Oct. 1	Walton Brothers.....	Hose-carriage.....	125 00
Oct. 5	J. H. Foster.....	Stationery.....	77 05
Oct. 8	R. Magee & Son.....	do.....	112 17
Oct. 9	J. B. Lippincott & Co.....	do.....	60 70
Oct. 9	A. Burtis.....	Freight.....	42 60
Oct. 11	J. H. Bullay.....	do.....	853 63
Oct. 13	W. H. Dempsey.....	Stationery.....	117 10
Oct. 13	C. R. and P. Railroad.....	Fr-ight.....	13 19
Oct. 14	Root, Anthony & Co.....	Stationery.....	18 93
Oct. 14	J. G. Hodge & Co.....	do.....	190 75
Oct. 19	R. E. Anson.....	Ice.....	22 80
Nov. 2	E. B. Lookins.....	do.....	21 90
Nov. 2	G. W. Beaman.....	Ferriage.....	12 70
Nov. 2	Petns Brothers.....	Coal.....	43 50
Nov. 2	W. H. Arthur & Co.....	Stationery.....	8 50
Nov. 2	J. F. Crown.....	Arranging records since fire, (October.)	75 00
Nov. 2	F. V. Walker.....	Car-tickets.....	6 00
Nov. 2	Western Union Telegraph Company.	Telegrams.....	50
Nov. 2	Adams Express Company.....	Expressage.....	30
Nov. 6	R. Magee & Son.....	Stationery.....	107 77
Nov. 8	Jackson & Co.....	Expressage.....	1 75
Nov. 10	E. B. Lookins.....	Ice.....	22 50
Nov. 15	J. H. Howard.....	Steward's stores.....	2,345 00
Nov. 15	W. H. Arthur & Co.....	Stationery.....	87 30
Nov. 15	Old Dominion Steamship Company.	Freight.....	98 85
	Total.....		8,396 82

## No. 8.—Abstract of vouchers of expenditures under contingent, Naval Academy.

FROM DECEMBER 1, 1874, TO JUNE 30, 1875.

Date.	Name.	No.	Nature of service.	Amount.
1874.				
Dec. 1	Adams Express Company.....	214	Freight on public service.....	\$38 75
3	Maryland Steamboat Company..	215	Freight on Government packages.....	8 46
3	William Dadds.....	216	Repairing chairs.....	2 74
7	Paymaster S. T. Brown, store-keeper.	217	Books for department of physics.....	27 39
7	do.....	218	Books for department of mathematics.....	5 52
10	Phillip Bright.....	221	Freight on bricks.....	18 00
23	Towner, James & Co.....	223	Hardware for steam department.....	73 14
23	Paymaster S. T. Brown, store-keeper.	224	Text-books for department of English.....	9 02
23	I. Solomon & Sons.....	233	Damage to boat by steamer Phlox.....	25 00
23	S. Edwards & Co.....	234	Feed for Government horses.....	95 84
23	Solomons & Chapman.....	238	Stationery.....	271 10
23	Cushings & Bailey.....	239	Books for department of seamanship.....	6 00
23	G. E. Franklin.....	240	Hardware and sundries.....	36 70
23	do.....	241	do.....	8 00
23	W. H. T. Wilson & Son.....	242	Cooking utensils.....	5 11
23	W. W. Hendrickson.....	243	Books for department of mathematics.....	22 83
31	James Brown.....	244	Cleaning vaults.....	40 00
31	H. McCusker.....	245	House-rent.....	15 00
31	R. Swann.....	246	Rent for bandmen's quarters.....	216 00
31	Adams Express Company.....	247	Freight on public service.....	8 85
31	Temporary labor.....	250	Extra labor.....	204 00
31	Western Union Telegraph Co.....	254	Dispatches on public service.....	15 53
31	Cushings & Bailey.....	257	Books for library.....	279 92
31	Annapolis Water Company.....	258	Water.....	764 68
31	Maryland Steamboat Company.....	261	Freight on Government packages.....	2 10
1875.				
Jan. 14	A. S. Barnes & Co.....	10	Crayons for black-boards.....	12 00
19	O. Ditson & Co.....	12	Music for chapel.....	9 87
12	Daniel Caulk.....	13	Funeral expenses of Commander W. B. Cushing.	11 00
18	Hopkins & Holland.....	21	Day-book for paymaster's office.....	4 50
27	Pitkin & Thomas.....	28	Overcoats for band.....	119 50
31	R. Swann.....	35	Rent for bandmen's quarters.....	213 86
31	H. McCusker.....	36	House-rent.....	15 00
31	James Brown.....	37	Cleaning vaults.....	40 00
31	Annapolis Water Company.....	39	Water.....	912 20
27	J. S. M. Basil.....	45	Feed for Government horses.....	2 60
31	J. S. M. Basil & Parlett.....	40	Plaster, &c.....	12 85
31	J. M. Ridout.....	48	Feed for Government horses.....	60 60
31	G. E. Franklin.....	49	Hardware and sundries.....	25 24
Feb. 1	Adams Express Company.....	51	Freight on Government packages.....	10 35
5	William Minifie & Son.....	55	Stationery.....	6 05
9	Western Union Telegraph Co.....	56	Dispatches on public service.....	5 13
9	W. J. Frazier.....	58	Grate-bars for steam-boilers.....	50 00
16	J. Thomas & Son.....	60	Balls for bowling-alley.....	32 10
13	R. Swann.....	61	Straw for Government horses.....	10 45
18	C. C. Fulton & Son.....	67	Subscription to Baltimore American.....	10 00
20	Towner, James & Co.....	68	Cotton-waste.....	4 50
27	Pitkin & Thomas.....	73	Overcoats for band.....	12 75
26	J. S. M. Basil.....	75	Feed for Government horses.....	10 00
28	R. Swann.....	82	Rent for bandmen's quarters.....	206 93
28	James Brown.....	83	Cleaning vaults.....	40 00
28	H. McCusker.....	84	House-rent.....	15 00
28	Annapolis Water Company.....	85	Water.....	822 43
28	C. Coleman.....	87	Wharfage for steamer Phlox in Baltimore.....	9 00
Mar. 1	Adams Express Company.....	91	Freight on Government packages.....	31 03
2	L. F. Colton & Co.....	92	Printing Academy directory.....	13 00
2	Western Union Telegraph Co.....	93	Dispatches on public service.....	7 43
9	W. O. Bigelow, postmaster.....	101	Postage.....	1 59
15	C. G. Davidson & Co.....	102	Gas and water-closet fixtures.....	77 05
17	T. C. Basshor & Co.....	103	Iron pipe.....	12 10
12	William Dadds.....	104	Freight.....	1 00
26	C. G. Zimmerman.....	105	Repairing instruments for band.....	24 55
26	Hill & Goodman.....	107	Chemicals for philosophical department.....	7 20
16	L. G. Tillotson.....	108	Electric apparatus for philosophical department.	19 00
16	J. W. Queen & Co.....	109	Chemicals for philosophical department.....	3 26
16	Roberts & Goebeler.....	110	do.....	1 20
31	H. McCusker.....	112	House-rent.....	15 00
23	Owners Waters's wharf.....	113	Wharfage for steamer Phlox in Baltimore.....	6 00
24	I. N. Richardson.....	114	Repairing bandmen's uniforms.....	14 06
31	R. Swann.....	123	Rent for bandmen's quarters.....	202 66
31	James Brown.....	124	Cleaning vaults.....	40 00
31	Annapolis Water Company.....	128	Water.....	880 74
31	J. S. M. Basil.....	130	Feed for Government horses.....	24 75
31	William Minifie & Son.....	134	Stationery.....	3 75
31	Western Union Telegraph Co.....	135	Dispatches on public service.....	19 68

No. 8.—*Abstract of vouchers of expenditures under contingent, Naval Academy—Continued.*

Date.	Name.	No.	Nature of service.	Amount.
1875.				
Mar. 31	W. O. Bigelow, postmaster.....	137	Postage.....	\$4 49
31	Adams Express Company.....	140	Freight on Government packages.....	23 54
31	Maryland Steamboat Company.....	141	do.....	90
April 12	John Brown.....	3	Oyster-shells.....	3 59
22	L. Bradley.....	6	Philosophical instruments.....	240 00
22	Rohrbeck & Goebeler.....	7	do.....	3 90
17	A. G. Caldwell.....	9	Recovering body of drowned cadet.....	10 00
17	L. H. Rehn.....	12	Crape for draping colors.....	1 50
24	Watts & Co.....	20	Chemicals.....	15 30
23	I. N. Richardson.....	21	Repairing bandmen's uniforms.....	4 70
30	Miner & Stevens.....	25	Wagon-spring.....	10 00
28	T. C. Basshor & Co.....	26	Hardware, &c.....	4 10
30	R. Swann.....	28	Rent for bandmen's quarters.....	216 10
30	H. McCusker.....	29	House-rent.....	15 00
30	James Brown.....	30	Cleaning vaults.....	40 00
29	L. Kimball.....	37	Baltimore directory.....	4 00
30	Annapolis Water Company.....	39	Water.....	601 28
30	G. E. Franklin.....	40	Hardware and sundries.....	41 63
30	J. S. M. Basil.....	41	Feed for Government horses.....	53 50
30	Adams Express Company.....	46	Freight on Government packages.....	7 10
30	G. Andre & Co.....	47	Music for band.....	21 10
30	William Dadds.....	48	Freight on Government packages.....	2 20
30	Western Union Telegraph Co.....	49	Dispatches on public service.....	16 92
May 13	John Henderson.....	54	Wharfage for steamer Philox in Baltimore.....	5 50
22	J. T. E. Hyde & Son.....	55	Oil for band.....	11 25
11	Temporary roll.....	59	Extra labor.....	70 40
18	C. C. Fulton & Son.....	64	Advertising for "proposals for coal".....	14 50
31	Old Colony Steamboat Company.....	69	Freight on Government packages.....	1 32
31	J. S. M. Basil.....	76	Feed for Government horses.....	49 25
31	R. Swann.....	87	Rent for bandmen's quarters.....	216 00
31	Annapolis Water Company.....	89	Water.....	660 30
31	James Brown.....	89	Cleaning vaults.....	40 00
31	H. McCusker.....	90	Rent of house.....	15 00
31	C. Zimmerman.....	94	Repairing instruments for band.....	4 00
31	Western Union Telegraph Co.....	96	Dispatches on public service.....	5 23
31	Temporary roll.....	97	Extra labor.....	139 50
31	Adams Express Company.....	98	Freight on Government packages.....	31 33
June 3	G. A. Hall.....	104	Colors for battalion.....	27 56
10	L. Jones.....	105	Wharfage for steamer in Baltimore.....	3 00
29	W. J. Frazier.....	106	Gas-holder.....	525 00
8	R. W. Tate.....	107	Feed for Government horses.....	98 25
11	L. Phillips.....	116	Gravel.....	129 60
7	G. P. Messick.....	117	Fire-wood.....	127 50
10	Maryland Steamboat Company.....	118	Freight on Government packages.....	17 55
21	E. O. C. Ord.....	127	Expenses of member of board of visitors.....	148 50
15	I. N. Richardson.....	119	Repairing bandmen's uniforms.....	15 96
14	C. E. Spedden.....	126	Fire-wood.....	61 50
21	O. H. Tiffany.....	128	Expenses of member of board of visitors.....	89 00
21	W. E. Potter.....	129	do.....	26 00
21	J. G. James.....	130	do.....	185 00
21	Robert Pettit.....	131	do.....	9 00
21	E. S. Carr.....	134	do.....	390 00
21	A. M. Gow.....	135	do.....	53 10
30	Hill & Goodman.....	136	Chemicals for philosophical department.....	34 26
30	James Brown.....	137	Cleaning vaults.....	40 00
30	H. McCusker.....	138	House-rent.....	15 00
30	R. Swann.....	139	Rent for bandmen's quarters.....	202 00
30	Annapolis Water Company.....	146	Water.....	665 06
30	W. O. Bigelow.....	159	Postage.....	5 67
30	Western Union Telegraph Co.....	166	Dispatches on public service.....	23 22
30	Adams Express Company.....	162	Freight on Government packages.....	21 00
30	G. C. Hicks & Co.....	165	Fire-brick.....	30 00
30	W. H. F. Wilson & Son.....	166	Hardware, &c.....	14 75
30	William Dadds.....	176	Repairing chairs.....	1 70
30	Handy & Rullman.....	177	Chemicals.....	10 00
30	R. Swann.....	179	Freight and sand.....	294 10
30	E. Whitman & Sons.....	180	Cultivator.....	8 50
30	J. Turnbull, jr. & Co.....	181	Matting.....	258 58
30	G. E. Franklin.....	182	Hardware, &c.....	56 57
30	L. G. Gassaway.....	183	Philosophical apparatus.....	267 42
30	R. Swann.....	185	Expenses of board of visitors.....	1,072 72
30	E. Johnson.....	186	Carriage.....	38 40
30	R. Holland.....	187	Cleaning bricks.....	12 89
30	O. Duker & Co.....	189	Lumber.....	80 32

## CONTINGENT FUND OF THE NAVY DEPARTMENT.

47

No. 8.—Abstract of vouchers of expenditures under contingent, Naval Academy—Continued.

FROM JULY 1 TO NOVEMBER 30, 1875, INCLUSIVE.

Date.	Name.	No.	Nature of service.	Amount.
July 10	Edward Johnson	2	Hauling and discharging coal	\$363 24
12	T. C. Baasner & Co	8	Pipe, hardware, &c	435 29
31	P. Bright	11	Freight on brick and sand	143 98
22	W. J. Frazier	13	Castings	83 60
12	B. G. Perry	15	Carriage-hire in Baltimore on public service	3 50
31	William Taylor	16	Expenses in Baltimore on public service	4 50
16	Samuel Robinson	18	Cleaning old bricks	3 68
31	M. A. Anglin	22	Periodicals for library	91 50
31	H. W. Webb & Son	27	Nails	35 15
31	W. F. Supple & Co	28	Brushes, (paint)	21 25
22	Thomson, Lilly & Co	29	do	9 50
31	Ed. Kahler	30	Examining instruments	12 00
31	D. Van Nostrand	31	Books for library	78 39
31	Cushings & Bailey	32	do	106 21
31	Tice & Lynch, agents.	33	Books for mathematical department	15 01
31	do	34	Books for library	79 99
31	Edward Johnson	36	Hauling and discharging coal and dirt	262 30
31	James Brown	37	do	13 80
31	W. H. F. Wilson & Son	38	Kitchen sundries for mess-hall	305 55
31	J. L. Hays	59	Repairing harness	4 50
31	B. G. Perry	60	Horse collar	4 50
31	James Brown	62	Cleaning vaults	40 00
31	R. Swann	63	Rent for bandmen's quarters	200 00
31	H. McCusker	64	Rent for foreman gas-works	15 00
31	Annapolis Water Company	65	Water	230 15
31	Temporary labor	72	Extra labor	1,338 37
31	J. W. Queen & Co	81	1 case philosophical instruments	22 50
31	C. T. Harris	82	Repairing chairs	19 50
31	Magne & Chapman	83	Chairs	78 00
31	G. C. Hicks & Co	84	Terra-cotta pipe, &c	35 44
31	H. H. Goodman	85	Acid	3 00
31	Baker Bros. & Co	86	Paints, oils, &c	452 62
31	G. E. Franklin	87	Hardware and sundries	47 04
31	Adams Express Company	89	Freight on Government property	43 94
31	Western Union Telegraph Co	90	Public service dispatches	16 15
31	Ed. Johnson	94	Hauling and discharging coal and dirt	418 56
31	D. J. Landers	95	Freight on bricks and hauling sand	216 64
Aug. 9	W. V. Taylor	98	Making washstands	36 00
26	T. C. Baasner & Co	99	Door-sill, hardware, freight, &c	28 25
26	do	100	Pipe, hardware, &c	249 84
26	J. M. Donnell & Co	101	Repairs of boiler	25 70
26	H. C. Larrabee & Co	102	Iron columns, caps, and plates	36 91
26	Burns & Sloan	104	Lumber	119 78
26	W. F. Supple & Co	105	Paint-brushes, &c	31 50
24	W. Muirfe & Son	106	Repairing drawing-instruments	3 50
21	J. H. Thomas	109	Tar	18 00
25	J. S. M. Basil	110	Oats and bran	58 50
26	Baker Bros. & Co	111	Glass, paints, and oil	145 99
25	R. & W. H. Cathcart	112	Varnish, &c	3 95
26	A. Schumacher & Co	113	Freight and charges on philosophical instruments.	6 97
25	G. C. Hicks & Co	114	Terra-cotta pipe, elbows, &c	105 30
25	C. Y. Davidson & Co	119	Cast iron, tees and ell	21 05
26	Gibson & Kirk	120	Hardware	124 04
29	G. W. Taylor & Co	124	Material for repairing chairs, &c	31 75
26	Wheelwright, Mudge & Co	125	Stationery, &c	10 58
25	J. S. Hays	126	Leather work for coach	2 75
31	R. Swann	127	Rent for bandmen's quarters	200 00
31	H. McCusker	128	Rent for foreman gas-works, &c	15 00
31	James Brown	129	Cleaning vaults	40 00
25	S. T. Browne, paymaster and storekeeper.	131	Stationery, &c	3 46
31	Handy & Rollman	134	Shellac, &c	17 75
31	Annapolis Water Company	135	Water	110 49
31	Graham, Emien & Passmore	138	Materials for repairs of mower	5 60
31	Baker Bros. & Co	139	Oil and glass	47 12
31	E. Johnson	140	Hauling and discharging coal	213 84
31	J. L. M. Basil	141	Feed	22 20
31	G. E. Franklin	142	Hardware, &c	84 02
31	W. H. F. Wilson & Son	143	Castings, fire-brick, &c	35 98
31	J. L. M. Basil & Parlett	144	Lumber, cement, &c	162 98
31	A. Schumacher & Co	145	Freight	16 62
31	C. F. Diggs, agent	146	Anthracite coal	1,938 24
31	J. L. Hays	186	Repairs of harness	1 00
31	W. L. Kent	188	Oats	49 50
31	W. J. Frazier	191	Plates and guards	6 00
31	Western Union Telegraph Co	196	Public service dispatches	17 62
31	Adams Express Company	197	Freight on Government property	87 93
Sept. 10	G. C. Hicks & Co	202	Pipe, elbows, &c., (terra-cotta)	31 75

No. 8.—*Abstract of vouchers of expenditures under contingent, Naval Academy—Continued.*

Date.	Name.	No.	Nature of service.	Amount.
1875.				
Sept. 13	New England Glass Company ..	202	Philosophical apparatus .....	\$61 90
13	L. G. Tillotson & Co ..	203	Electric bells and apparatus .....	22 90
11	Adams Express Company .....	208	Freight on Government property .....	54 13
16	Paymaster S. T. Browne, store-keeper.	209	Text-books for department of English ..	9 10
16	do .....	210	Implements for department of mathematics	93 67
17	A. Schumacher & Co ..	213	Freight .....	3 60
17	J. M. Donnell & Co ..	214	Iron .....	21 36
17	F. C. Bassler & Co ..	215	Pipe, elbows, &c., (gas) .....	106 71
17	G. W. Starr & Son ..	217	Plastering .....	51 00
17	Marshall & Brady ..	219	Artificial stone .....	124 00
17	T. C. Bassler & Co ..	221	Castings, fittings, &c. ....	28 01
17	Baker Brothers & Co ..	222	Paints, glass, &c. ....	215 56
22	J. E. Morse ..	223	Salvage on Government lighter .....	25 00
17	G. E. Franklin ..	224	Brooms, &c., brush, buckets, and tacks ..	167 63
17	Ed. Kahler ..	232	Repairing instruments .....	223 00
17	J. D. Bennett ..	233	Wood .....	169 88
30	Graf. Faethe. Gevenkort.	237	Material for repairs of carriage .....	30 00
29	L. T. Browne, paymaster ..	238	Text-books for department seamanship ..	13 35
29	J. C. Schnoter ..	241	Boxing-gloves for gymnasium ..	61 00
29	James Hopkins ..	249	Paint-brushes .....	9 00
30	G. N. Potee & Co ..	250	Bricks .....	120 00
29	G. C. Hicks & Co ..	251	Terra-cotta pipe and elbows .....	11 63
30	Haudy & Rullman ..	252	Gold-leaf, alcohol, and shellac .....	19 48
30	C. C. Coleman ..	253	Wharfage in Baltimore, Md. ....	6 00
30	T. Moore ..	255	Material for repairs of furniture .....	10 00
30	Haudy & Rullman ..	258	Alcohol and shellac .....	4 30
30	T. C. Bassler & Co ..	259	Hair-felting, water-gauge glasses, &c. ....	51 28
30	C. T. Harris ..	260	Repairing chair-seats .....	2 60
30	J. Brown ..	261	Cleaning vaults .....	35 00
30	H. McCusker ..	266	Rent for foreman gas-works .....	15 00
30	R. Swann ..	267	Rent for bandmen's quarters .....	124 00
30	Annapolis Water Company ..	268	Water .....	312 00
30	Basil & Parlett ..	269	Lumber, lime, &c. ....	144 27
30	W. H. F. Wilson & Son ..	270	Charcoal and material for repairs of mess-hall and kitchen furniture.	52 54
30	G. E. Franklin ..	271	Hardware, &c. ....	119 12
30	M. Watson ..	274	Repairing carpet .....	5 00
30	N. H. Edgerton ..	275	Repairing manometer .....	1 25
30	Watts & Co ..	276	Wire .....	5 90
30	W. H. Haysee, agent ..	286	Appleton's Encyclopedia for Naval Academy library.	4 55
30	L. G. Gassaway ..	290	Philosophical instruments .....	191 78
30	do ..	291	Folia, saubers, &c. ....	200 35
30	do ..	292	Philosophical instruments .....	47 18
30	Paymaster S. T. Browne, store-keeper.	293	Sheeting .....	5 00
30	Towner, James & Co ..	294	Hardware, &c. ....	80 01
30	W. W. Hendrickson ..	295	Examination cards .....	10 03
Oct. 6	Adams Express Company ..	1	Freight of Government property .....	92 56
6	J. H. Vansant ..	2	do .....	19 50
6	Western Union Telegraph Co ..	3	Public service dispatches .....	53 70
13	T. C. Bassler & Co ..	10	Globe-valves, tees, &c. ....	27 77
13	Towner, James & Co ..	11	Hardware, &c. ....	15 87
16	S. Child & Co ..	13	Refrigerators .....	36 00
13	Scribner & Co ..	14	Stationery for superintendent's office ..	21 10
13	S. T. Browne, paymaster and storekeeper.	15	Books for department mathematics .....	26 40
13	do ..	16	Books for department English .....	23 48
13	do ..	17	Books for department astronomy .....	11 96
13	do ..	18	Books for department physics .....	20 83
14	Thomson, Lilly & Co ..	21	Brushes for kalsomining .....	19 00
14	H. H. Nichols ..	22	Engraving 11 diagrams on wood .....	15 00
16	Fielding H. Lucas ..	25	Type and case .....	54 11
15	Hopkins & Sons ..	26	Paper-files .....	4 75
18	W. H. F. Wilson & Son ..	28	Roofing, tin, solder, labor, &c. ....	102 71
18	Cushings & Bailey ..	31	Stationery for paymaster's office .....	14 25
18	J. T. E. Hyde, Jr. ....	32	50 gallons kerosene-oil .....	12 50
18	J. Pettibone ..	33	Freight .....	1 25
26	Towner, James & Co ..	37	Rotten-stone and antimony .....	3 00
26	Warren Choate & Co ..	38	Stationery .....	329 65
27	C. J. Stewart & Sons ..	41	Hanging bells in superintendent's quarters, &c. ....	76 50
29	Tice & Lynch, agents ..	54	Books for library .....	554 38
30	J. H. Vansant ..	55	Freight .....	35 50
30	Scribner & Co ..	57	Dispatch-box superintendent's office ..	7 00
31	R. Swann ..	104	Rent for bandmen's quarters .....	189 86
31	James Brown ..	105	Cleaning vaults .....	35 00
31	H. McCusker ..	106	Rent for foreman of gas-works .....	15 00
30	W. H. F. Wilson & Son ..	112	Grates, sheet-iron, charcoal, &c. ....	23 81

No. 8.—*Abstract of vouchers of expenditures under contingent, Naval Academy—Continued.*

Date.	Name.	No.	Nature of service.	Amount.
1875.				
Oct. 30	Annapolis Water Company .....	113	Water .....	\$576 83
30	J. L. M. Baill .....	114	Feed .....	167 59
31	Temporary labor .....	117	Extra labor .....	169 00
30	G. E. Franklin .....	118	Hardware .....	65 36
30	Paymaster S. T. Browne, store-keeper.	120	Instruments for department mathematics .....	17 70
30	C. T. Harris .....	121	Repairing chair-seats .....	7 80
30	Otto Luttre .....	122	Music .....	5 50
30	T. J. Hall .....	123	Strings, &c., for musical instruments .....	48 96
30	O. Lappar & Co .....	127	Clothes-dryer .....	7 50
30	Western Union Telegraph Co .....	135	Public service dispatches .....	9 44
30	J. H. Van Sant .....	136	Freight on Government property .....	83 35
Nov. 9	Ed. Jenkins & Sons .....	139	Cart-hubs, &c .....	10 95
10	Tice & Lynch .....	140	Freight .....	8 32
13	Ed. Kahler .....	141	Mounting micrometer-wires .....	5 30
13	Owners of Waters's Wharf .....	142	Wharfage in Baltimore, Md .....	12 00
16	Boston Belting Company .....	143	Rubber tubing and stopples .....	27 23
12	J. M. Donnell & Co .....	144	Iron rivets, &c .....	47 70
11	J. L. Hays .....	147	Repairs of harness .....	3 25
12	Tice & Lynch .....	164	Books for library .....	404 14
19	E. P. Dutton & Co .....	172	Books for choir .....	11 74
19	E. H. Sunell .....	173	Flexible tubes, gas-fixtures, &c .....	6 24
30	C. G. Zimmerman .....	174	Repairing musical instruments .....	4 00
30	Paymaster S. T. Browne .....	180	Books for department of seamanship .....	5 82
30	J. L. M. Baill .....	183	Feed .....	56 22
30	R. Swann .....	184	Rent for bandmen's quarters .....	184 00
30	H. McCusker .....	185	Rent for foreman gas-works .....	15 00
30	A. Meyett .....	186	Cleaning vaults .....	30 00
30	Annapolis Water Company .....	187	Water .....	762 03
30	A. M. Clapp .....	200	Congressional Globe for library .....	10 00
30	J. L. M. Baill .....	201	Feed .....	31 32
30	Baill & Parlett .....	202	Lumber, lime, cement, &c .....	76 20
30	W. H. F. Wilson & Son .....	208	Hardware .....	64 27
30	C. Zimmerman .....	209	Repairs of musical instruments .....	1 50
30	G. E. Franklin .....	210	Hardware .....	77 34
30	H. L. Ridout .....	212	Hay .....	121 75
30	H. H. Goodman .....	213	Acid, &c .....	5 26
30	Western Union Telegraph Co .....	222	Public service dispatches .....	5 22
30	Adams Express Company .....	227	Freight on Government property .....	77 34
30	J. B. Matthews .....	228	Repairing organ .....	6 50
30	Paymaster S. T. Browne, store-keeper.	232	Books for department of steam-engineery .....	64 97
30	do .....	233	Books for department of mathematics .....	12 10
30	do .....	234	Drawing instruments .....	4 11
	Total .....			17,846 13

No. 9.—*Detailed statement of expenditures on account of contingencies, Marine Corps.*

FROM DECEMBER 1, 1874, TO JUNE 30, 1875.

Name.	Object of expenditure.	Amount.
Sergt. James Clegg .....	Traveling expenses .....	\$0 60
S. McLean .....	Labor, Washington .....	6 25
David Snowdon .....	do .....	62
Gould & Co .....	Furniture, Philadelphia .....	26 50
Adams Express Company .....	Freight, Washington .....	2 65
Smetzer & Clark .....	Sundries, Portsmouth, N. H. ....	11 80
N. F. Mathes & Co .....	do .....	9 39
J. H. Foster .....	Stationery, Portsmouth, N. H. ....	12 15
Sergt. J. Durling .....	Sundries, Portsmouth, N. H. ....	9 90
Philadelphia Gas-Works .....	Gas, Philadelphia .....	38 18
Sergt. F. Groll .....	Sundries, Boston .....	21 59
Charles G. Ball .....	Repairing grates, Washington .....	18 25
B. Reiley .....	Labor, Philadelphia .....	47 25
Sergt. W. Scandrett .....	Traveling expenses .....	25
George E. Franklin .....	Brooms, Annapolis .....	5 10



No. 9.—Detailed statement of expenditures on account of contingencies,  
Marine Corps—Continued.

Name.	Object of expenditure.	Amount.
George A. Jones .....	Sundries, Washington .....	\$19 46
Per-diem roll, headquarters .....	Per diem, Washington .....	18 90
Charles Miller .....	Com. quarters, Washington .....	10 00
P. McElroy .....	Stationery, Mare Island .....	10 67
E. D. Irony .....	Apprehending deserter, Mare Island .....	21 50
Joseph Hogan .....	Stationery, Philadelphia .....	34 37
Baxter Brothers .....	Hardware, Philadelphia .....	14 45
T. F. Bradley .....	Sundries, Philadelphia .....	31 92
S. M. McCandless .....	Cartage, Philadelphia .....	1 50
Thomas S. Gleman .....	Straps, Philadelphia .....	14 40
Alexander Glenney .....	Packing-boxes, Philadelphia .....	125 90
Sergt. J. Durling .....	Apprehending deserters, Portsmouth, N. H. .....	30 00
Per-diem roll, marine band .....	Per diem, Washington .....	276 50
Sergt. H. Ulean .....	Com. quarters, New York .....	20 00
Do. ....	Per diem, New York .....	27 65
Steinmetz Brothers .....	Brushes, Philadelphia .....	7 00
Barrows, Ladery & Co. ....	Grates, Philadelphia .....	25 05
Sergt. F. Groll .....	Apprehending deserters, Boston .....	10 00
Alexander Leller .....	Sundries, Philadelphia .....	10 39
George F. Gale & Co. ....	Brooms, Philadelphia .....	10 00
William Stone .....	Cartage, Philadelphia .....	19 71
Richard McGee .....	Stationery, Philadelphia .....	20 32
Do. ....	do .....	5 39
William F. McLennan .....	Straw, Philadelphia .....	32 00
C. Burrichter .....	Sundries, Philadelphia .....	11 45
George E. Wheeler .....	Straw, New York .....	18 54
Wilson Brothers .....	Sundries, Norfolk .....	24 00
Robert Pepper .....	Straw, Pensacola .....	21 12
B. Langley .....	Sundries, Pensacola .....	10 80
C. McK. Oerting .....	do .....	9 35
A. P. Wendall & Co. ....	Sundries, Portsmouth, N. H. ....	1 28
A. F. Wilson .....	Straw, Portsmouth, N. H. ....	13 21
N. F. Mathes & Co. ....	Sundries, Portsmouth, N. H. ....	3 33
Daniel McIntire .....	Toll, Portsmouth, N. H. ....	12 50
J. C. Fiffany .....	Oil, Portsmouth, N. H. ....	140 70
A. H. Stevens & Co. ....	Repairing stoves, Boston .....	8 75
Cook, Rymes & Co. ....	do .....	12 47
F. A. Titus .....	Repairing water-fixtures, Boston .....	74 97
Do. ....	do .....	7 90
Charlestown Gas Company .....	Gas, Boston .....	130 20
John Mullett .....	Oil, &c., Boston .....	2 30
A. E. Cutler & Co. ....	Stationery, Boston .....	26 83
Samuel Knight .....	Straw, Boston .....	20 52
Mystic Water Board .....	Water, Boston .....	68 62
Warren Choate & Co. ....	Stationery, Washington .....	72 52
Adams Express Company .....	Freight, Washington .....	3 15
Nelson Brown .....	Straw, Washington .....	24 48
Andrew Burgess .....	Labor, Washington .....	60 00
Charles Suskey .....	Cartage, Washington .....	11 50
Do. ....	do .....	7 00
Do. ....	do .....	1 00
Maj. James Lewis .....	Ferriage, Norfolk .....	10 25
R. G. Hume & Bro. ....	Stationery, Norfolk .....	17 35
Roach & Cavendy .....	Repairing stoves, Norfolk .....	76 80
James Nuttall .....	Plumbing, Washington .....	15 00
Daniel Hussey .....	Shoeing horses, Mare Island .....	5 61
S. E. Hutchins .....	Apprehending deserters, Mare Island .....	10 00
Brooklyn Gas-Light Company .....	Gas, New York .....	69 60
R. G. Hume & Bro. ....	Stationery, Norfolk .....	8 00
Ray Brothers .....	Boiler, New York .....	32 10

No. 9.—Detailed statement of expenditures on account of contingencies,  
Marine Corps—Continued.

Name.	Object of expenditure.	Amount.
Ray, Forder & Co .....	Repairing stoves, New York .....	\$10 00
J. H. & W. R. Cosgrove .....	Nails, &c., New York .....	10 30
Charles Miller .....	Com. quarters, Washington .....	10 00
Per diem roll, headquarters .....	Per diem, Washington .....	18 20
Bernard Reiley .....	Labor, Philadelphia .....	45 50
Alexander Glenney .....	Boxes, Philadelphia .....	76 30
Ray, Forder & Co .....	Repairing range, New York .....	9 40
George A. Jones .....	Sundries, Washington .....	23 45
H. McNamara .....	Repairing sewer, New York .....	65 00
Adams Express Company .....	Freight, Washington .....	6 25
Patrick Carr .....	Repairing stoves, Boston .....	35 00
Nassau Water Department .....	Water, N. Y. .....	262 71
Brooklyn Gas-Light Company .....	Gas, New York .....	183 00
Captain Lowry .....	Sundries, New York .....	61 90
William O. Pettit .....	Bowls, New York .....	9 60
Theodore O'Neil .....	Funeral expenses, Philadelphia .....	15 00
Washington Gas-Light Company .....	Gas, Washington .....	305 20
Lient. W. J. McDonald .....	Traveling troops .....	1 40
John Ferris .....	Cartage, Philadelphia .....	9 00
Charles Miller .....	Com. quarters, Washington .....	10 00
Per diem roll, headquarters .....	Per diem, Washington .....	23 10
James Nuttall .....	Plumbing, Washington .....	3 50
Brooklyn Gas-Light Company .....	Gas, New York .....	80 40
E. C. Spinney .....	Scavenging, Portsmouth, N. H. .....	30 00
J. H. Foster .....	Stationery, Portsmouth, N. H. .....	12 87
N. F. Matthes & Co .....	Sundries, Portsmouth, N. H. .....	6 35
Dearborn & Co .....	do .....	28 15
W. S. Mitchell & Co .....	Oil-cloth, Washington .....	19 00
Washington Gas Light Company .....	Gas, Washington .....	73 99
Adams Express Company .....	Freight, Washington .....	2 50
Trustees Philadelphia Gas-Works .....	Gas, Philadelphia .....	63 25
George H. Gaddis .....	Straw, Washington .....	12 22
Sergt. F. Groll .....	Apprehending deserter, Boston .....	44 00
F. S. Hill .....	Straw, Annapolis .....	11 25
G. H. Creed .....	Repairing range, New York .....	10 00
Ray Forder & Co .....	Repairing stoves, New York .....	19 92
Do .....	do .....	99 15
Do .....	do .....	54 85
Do .....	do .....	89 00
M. Nevins .....	Stationery, New York .....	40 60
Do .....	do .....	54 98
Do .....	do .....	46 40
Do .....	do .....	87 25
Nassau Water Department .....	Water .....	126 69
Stewart & Co .....	Carpets .....	748 75
Stewart, Sutphen & Co .....	do .....	145 12
H. Williams .....	Brooms .....	82 92
Brooklyn Gas-Light Company .....	Gas .....	112 80
Do .....	do .....	220 20
Do .....	do .....	161 40
Do .....	do .....	186 90
Do .....	do .....	144 90
Do .....	do .....	133 80
P. McElroy .....	Stationery, Mare Island .....	9 83
Do .....	do .....	5 50
M. L. Kelley & Co .....	Brooms, Mare Island .....	35 05
P. R. Walsh & Co .....	Nails, &c., Mare Island .....	23 08
P. McElroy .....	Stationery, Mare Island .....	3 67
Stewart, Sutphen & Co .....	Carpets, New York .....	270 56
C. H. Mendum & Co .....	Carpets, Portsmouth, N. H. .....	250 63
Roach & Cavendy .....	Gas fixtures, Norfolk .....	140 00
Warren Choate & Co .....	Stationery, Washington .....	12 68

No. 9.—*Detailed statement of expenditures on account of contingencies, Marine Corps—Continued.*

Name.	Object of expenditure.	Amount.
H. Williams.....	Brooms, New York.....	\$59 58
Ray, Forder & Co.....	Repairing stove, New York.....	9 90
J. H. & W. R. Cosgrove.....	Zinc, New York.....	10 30
William Draper.....	Keys, New York.....	10 69
Warner & Haight.....	Stationery, New York.....	31 60
Patrick Harnett.....	Brooms, New York.....	7 01
H. McNamara.....	Plumbing, New York.....	64 00
George S. Little, M. D.....	Medical services, New York.....	5 00
Warner & Haight.....	Stationery, New York.....	11 10
Sergt. William Scandett.....	Traveling expenses.....	1 00
C. W. Schoenck.....	Brooms, New York.....	29 75
H. D. Cole.....	Plumbing, Washington.....	34 00
H. O. Towles.....	Furniture, navy-yard, Washington.....	337 00
Henry L. Shepard & Co.....	Publishing.....	100 00
Warner & Haight.....	Stationery, New York.....	13 00
H. McNamara.....	Plumbing, New York.....	6 00
George B. Blizard.....	Repairing mess furnace, Philadelphia.....	6 40
H. Williams.....	Candles, New York.....	20 00
George Daison.....	Straw, Washington.....	13 50
George A. Jones.....	Brooms, Washington.....	53 00
Do.....	Bowls.....	6 00
H. McNamara.....	Plumbing, New York.....	6 00
Per-diem roll, marine band.....	Per diem, Washington.....	243 95
Per-diem roll, headquarters.....	do.....	28 35
Charles Miller.....	Com. quarters, Washington.....	10 00
James Hogan.....	Stationery, Philadelphia.....	33 60
T. F. Bradley.....	Nails, &c., Philadelphia.....	13 66
Thomas Sidleman.....	Straps, Philadelphia.....	13 20
J. B. Baxter, sr.....	Nails, &c., Philadelphia.....	16 25
Michael Walsh.....	Boxes, Philadelphia.....	38 60
S. McCandless.....	Cartage, Philadelphia.....	29 00
Ray, Forder & Co.....	Repairing stove, New York.....	1 50
William Stone.....	Cartage, Philadelphia.....	19 28
George E. Wheeler.....	Straw, New York.....	9 17
Sergt. J. Durling.....	Apprehending deserter, Portsmouth, N. H.....	25 00
Sergt. H. Ulean.....	Com. quarters, New York.....	30 00
Do.....	Per diem, New York.....	26 95
George E. Franklin.....	Brooms, Annapolis.....	7 15
A. E. Cutter & Co.....	Stationery, Boston.....	6 00
J. H. Foster.....	Stationery, Portsmouth, N. H.....	2 00
E. C. Spinney.....	Straw, Portsmouth, N. H.....	11 84
N. F. Mathes & Co.....	Oil, &c., Portsmouth, N. H.....	23 35
Reider & Cotton.....	Oil, Portsmouth, N. H.....	127 05
John Mullett.....	Brooms, Boston.....	24 34
Mystic Water Board.....	Water, Boston.....	33 18
Charlestown Gas Company.....	Gas, Boston.....	115 20
H. G. Waldron.....	Glass, &c., Boston.....	6 60
F. A. Titus.....	Plumbing, Boston.....	38 45
Samuel Knight.....	Straw, Boston.....	18 75
Cook, Rynes & Co.....	Repairing stoves, Boston.....	14 93
A. E. Cutter & Co.....	Stationery, Boston.....	16 24
James Green.....	Lumber, Boston.....	9 20
Sergt. F. Groll.....	Traveling expenses.....	3 82
Charles Suskey.....	Cartage, Washington.....	26 50
Washington Gas-Light Company.....	Gas, Washington.....	73 65
George Cummings.....	Plumbing, New York.....	8 00
William Ballentyne.....	Stationery, Washington.....	16 96
Do.....	do.....	13 50
Edward Dunn.....	Straw, Washington.....	11 26
Charles Lombardy.....	Telegram, Washington.....	35

No. 9.—Detailed statement of expenditures on account of contingencies,  
Marine Corps—Continued.

Name.	Object of expenditure.	Amount.
Adams Express Company	Freight, Washington	\$3 40
R. J. & W. Neeley & Co.	Lumber, Norfolk	10 10
Mary A. Miller	Washing, Norfolk	4 66
Alexander & Powell	Coal-scuttles, Norfolk	23 15
Maj. James Lewis	Ferriage, Norfolk	12 50
Peters Brothers	Straw, Norfolk	40 00
Brooklyn Gas-Light Company	Gas, New York	83 70
William Handlen	Freight, Pensacola	1 50
W. P. Healey	Coal-oil, Pensacola	10 50
Nassau Water Department	Water, New York	83 43
D. Langley	Lamp-wick, &c., Pensacola	9 80
C. McK. Orting	Nails, &c., Pensacola	26 40
Robert Pepper	Straw, Pensacola	34 02
Philadelphia, Wilmington and Baltimore Railroad Company.	Freight, Philadelphia	14 82
Adams Express Company	do	34 25
Pennsylvania Railroad Company	do	10 53
A. Magee & Son	Stationery, Philadelphia	5 19
Do	do	25 07
William F. McLennan	Straw, Philadelphia	36 00
George Pool & Sons	Lime, &c., New York	19 25
Sr-gt. Maj. E. Dunn	Traveling expenses	17
Daniel Hussey	Shoeing horses, Mare Island	8 60
John A. Smith	Brooms, &c., New York	13 10
George A. Jones	Boilers, Annapolis	20 00
Do	Bowls, &c., Washington	36 50
George Cummings	Plumbing, New York	12 00
Do	do	18 75
W. J. Murtagh	Subscription National Republican	24 00
W. O. Pettit	Bowls, &c., New York	6 85
J. W. Plant	Funeral expenses, Washington	32 00
Sr-gt. Maj. E. Dunn	Traveling expenses	02
William Draper	Repairing chairs, New York	17 92
Charles Miller	Com. quarters, Washington	10 00
Per diem, headquarters	Per diem, Washington	27 33
W. H. F. Wilson & Son	Repairing range, Annapolis	17 10
S. A. Stevens & Co.	Office furniture, Norfolk	32 50
H. O. Towles	Furniture, Washington	91 00
Michael Walsh	Boxes, Philadelphia	102 35
Charles Luskey	Cartage, Washington	7 50
Washington Gas-Light Company	Gas, Washington	92 65
Capt. H. B. Lowry	Cartage, New York	4 00
William Young	Repairing galley, Washington	135 09
Sr-gt. J. Durling	Apprehending deserters, Portsmouth, N. H.	40 82
J. H. Foster	Stationery, Portsmouth, N. H.	9 60
A. F. Mathes & Co.	Nails, &c., Portsmouth, N. H.	23 99
Brooklyn Gas-Light Company	Gas, New York	92 70
George A. Jones	Copperas, &c., Washington	54 15
John A. Baker	Straw, Washington	26 10
Adams Express Company	Freight, Washington	16 20
S. A. Stephens & Co.	Office furniture, Norfolk	92 30
Mrs. W. J. Smith	Washing, New York	16 32
George Cummings	Plumbing, New York	14 00
Do	do	10 41
John M. Hanson	Stationery, New York	2 25
Magee Furnace Company	Range, Boston	100 00
William Mathews	Bed-ticks, New York	414 28
Ray Brothers	Repairing boiler, New York	12 00
M. L. Kelley & Co.	Brooms, Mare Island	44 54
P. R. Walsh & Co.	Nails, &c., Mare Island	51 68
P. McElroy	Stationery, Mare Island	5 68

No. 9.—*Detailed statement of expenditures on account of contingencies, Marine Corps—Continued.*

Name.	Object of expenditure.	Amount.
Daniel Hannan .....	Plumbing, Washington .....	\$20 00
Warren Choate & Co. ....	Stationery, Washington .....	28 05
Per-diem roll, headquarters .....	Per diem, Washington .....	27 30
Charles Miller .....	Com. quarters, Washington .....	10 00
Charles Luskey .....	Cartage, Washington .....	7 50
N F. Mathes & Co. ....	Brooms, &c., Portsmouth, N. H. ....	7 18
Sergt. J. Durling .....	Apprehending deserter, Portsmouth, N. H. ....	23 08
John A. Smith .....	Buckets, &c., New York .....	30 45
Brooklyn Gas-Light Company .....	Gas, New York .....	78 60
Capt. H. B. Lowry .....	Cartage, New York .....	28 00
Washington Gas-Light Company .....	Gas, Washington .....	65 40
Trustees Philadelphia Gas Works .....	Gas, Philadelphia .....	49 91
Leonard Whiting .....	Telegram, Washington .....	7 21
George A. Jones .....	Brushes, &c., Washington .....	2 10
Do. ....	Buckets, &c., Washington .....	27 50
John A. Smith & Company .....	Spoons, &c., New York .....	4 35
George Cummings .....	Plumbing, N. Y. ....	19 50
P. McElroy .....	Stationery, Mare Island .....	14 94
Adams Express Company .....	Freight, Washington .....	2 65
J. H. & W. R. Cosgrove .....	Nails, &c., New York .....	7 34
William Draper .....	Keys, New York .....	11 30
John M. Hanson .....	Stationery, New York .....	3 75
Samuel G. Knight .....	Lime, Boston .....	1 75
H. G. Waldron .....	Oil, &c., Boston .....	6 51
Lewis Hunt .....	Nails, &c., Boston .....	4 09
Frank A. Titus .....	Plumbing, Boston .....	9 26
Rymes & Co. ....	Repairing stove, Boston .....	10 85
A. E. Cutler .....	Stationery, Boston .....	22 66
John Mullett .....	Brooms, &c., Boston .....	18 04
George E. Franklin .....	Brooms, Annapolis .....	4 80
Charles Miller .....	Com. quarters, Washington .....	10 00
Per-diem roll, headquarters .....	Per diem, Washington .....	27 30
George A. Jones .....	Brooms, &c., Washington .....	14 85
William P. Henley .....	Coal-oil, Pensacola .....	10 50
William Handler .....	Freight, Pensacola .....	2 73
J. O'Neil .....	Straw, Pensacola .....	18 67
C. McK. Orting .....	Brooms, &c., Pensacola .....	74 50
B. Langley .....	Chairs, &c., Pensacola .....	33 25
Peters Bros .....	Straw, Norfolk .....	40 00
James S. Cavendy .....	Brooms, &c., Norfolk .....	26 80
Charlestown Gas Company .....	Gas, Boston .....	98 40
Mystic Water Board .....	Water, Boston .....	50 64
E. C. Spinney .....	Straw, Portsmouth, N. H. ....	12 80
N. F. Mathes & Co. ....	Nails, &c., Portsmouth, N. H. ....	15 14
J. Foster .....	Stationery, Portsmouth, N. H. ....	2 50
D. McIntire .....	Toll, Portsmouth, N. H. ....	12 50
George Cummings .....	Plumbing, New York .....	4 90
George E. Wheeler .....	Straw, New York .....	30 15
Brooklyn Gas-Light Company .....	Gas, New York .....	62 70
Nassau Water Department .....	Water, New York .....	86 91
Capt. H. B. Lowry .....	Cartage, New York .....	72
Sergt H. Ulean .....	Com. quarters, New York .....	30 00
Do. ....	Per diem, New York .....	27 30
John T. Holloway & Son .....	Paints, &c., Philadelphia .....	24 68
William Calhoun .....	Repairing scales, Philadelphia .....	1 50
William Stone .....	Cartage, Philadelphia .....	22 50
Charles B. Allen .....	Apprehending of deserters, Philadelphia .....	10 00
Do. ....	do .....	10 00
Alexander Loller .....	Hardware, Philadelphia .....	5 47

No. 9.—*Detailed statement of expenditures on account of contingencies, Marine Corps—Continued.*

Name.	Object of expenditure.	Amount.
Southwick Hardware Company .....	Repairing scales, Philadelphia .....	\$5 00
D. McElwee .....	Line, Philadelphia .....	5 00
John H. McPetrich .....	Plumbing, Philadelphia .....	38 40
George F. Gale & Son .....	Brooms, &c., Philadelphia .....	26 00
Olorles Excavating and Manufactur- ing Company .....	Scavenging, Philadelphia .....	70 00
William F. McLennan .....	Straw, Philadelphia .....	37 50
Michael Walsh .....	Boxes, Philadelphia .....	77 75
Thomas Sidleman .....	Straps, Philadelphia .....	19 50
T. F. Bradley .....	Buckets, &c., Philadelphia .....	14 06
J. B. Baxter .....	Nails, &c., Philadelphia .....	14 50
Sampson McCandler .....	Cartage, Philadelphia .....	41 00
James Hogan .....	Stationery, Philadelphia .....	29 88
John Francis .....	Repairing furniture, Philadelphia .....	65 00
Do .....	do .....	60 00
Samuel Knight .....	Straw, Boston .....	25 42
A. Lazaiski .....	Glass, &c., New York .....	46 33
William Alexander .....	Lumber, New York .....	51 72
J. H. Whitney .....	Rauge, New York .....	39 30
Sergt. J. Durling .....	Apprehending deserter, Port- mouth, N. H. .....	32 11
Capt H. B. Lowry .....	Stationery, New York .....	26 90
Daniel Hussey .....	Shoeing horses, Mare Island .....	5 81
P. R. Walsh .....	Hardware, Mare Island .....	53 13
P. McElroy .....	Stationery, Mare Island .....	5 87
J. F. Tobin .....	Straw, Mare Island .....	11 62
Charles A. Moore, agent .....	Freight, Mare Island .....	1 22
Adams Express Company .....	Freight, Washington .....	6 30
Western Union Telegraph Company .....	Telegram, Washington .....	26
Total from December 1, 1874, to June 30, 1875. ....	.....	13,288 60

## ● FROM JULY 1, 1875, TO DECEMBER 1, 1875.

Thomas B. Florence .....	Advertising .....	84 50
D. C. Forney .....	do .....	91 52
Charles C. Fulton & Son .....	do .....	66 00
B. S. Osborne .....	do .....	182 00
Deutsches Volksblatt .....	do .....	99 60
Morton McMichael .....	do .....	81 00
Graphic Company .....	do .....	100 80
E. F. Waters, treasurer .....	do .....	39 38
W. W. Clapp .....	do .....	54 38
United States Army and Navy Gazette .....	do .....	82 80
Peacock, Fetherston & Co .....	do .....	114 40
Fitzgerald & Son .....	do .....	115 20
H. De Marriell .....	do .....	174 00
Bonsall & Carse .....	do .....	213 40
Wilson McQuinsten, treasurer .....	do .....	147 00
Frank A. Leach & Co .....	do .....	48 85
W. J. Murtagh .....	do .....	146 00
Thomas Lewis, jr .....	Cartage, Washington .....	3 50
George A. Jones .....	Bowls, &c., Washington .....	35 75
Fred. McCreslish & Co .....	Advertising .....	54 00
John A. Smith & Co .....	Brooms, &c., New York .....	17 10
M. D. Bourick .....	Advertising .....	65 27
George B. Blizard .....	Repairs, Philadelphia .....	6 00
John Scribner .....	Apprehending deserter, Norfolk .....	10 00
R. J. & W. Neely & Co .....	Lumber, Norfolk .....	14 36

No. 9.—*Detailed statement of expenditures on account of contingencies, Marine Corps—Continued.*

Name.	Object of expenditure.	Amount.
Capt. G. W. Collier .....	Ferriage, Norfolk .....	\$16 10
C. Phillips .....	Apprehending deserter, Washington .....	10 00
William Ballantyne .....	Stationery, Washington .....	30 18
Jos. Rolland .....	Apprehending deserters, Norfolk .....	10 00
Adams Express Company .....	Freight, Philadelphia .....	38 25
Philadelphia, Wilmington and Baltimore Railroad Company .....	do .....	16 65
Pennsylvania Railroad Company .....	do .....	52 57
Charles Miller .....	Com. quarters, Washington .....	10 10
Per-diem roll, headquarters .....	Per diem, Washington .....	28 35
Brooklyn Gas-Light Company .....	Gas, New York .....	55 50
Conrad Wissell .....	Scavenging, New York .....	35 00
Patrick Laferty .....	Scavenging, Philadelphia .....	22 70
Michael Walsh .....	Boxes, Philadelphia .....	75 75
Sergt. J. Durling .....	Freight, &c., Portsmouth, N. H. .....	36 67
John Wood & Co. ....	Repairing furnace, New York .....	50 00
Ray Brothers .....	Repairing kettles, New York .....	5 70
F. M. Kilgore .....	Cartage, Washington .....	25
Washington Gas-Light Company .....	Gas, Washington .....	50 15
Webb & Beveridge .....	Bowls, Washington .....	11 55
N. E. Berry .....	Straw, Annapolis .....	12 92
Charles Luskoy .....	Cartage, Washington .....	6 50
Do .....	do .....	9 50
W. O. Pettit .....	Bowls, &c., New York .....	7 50
John A. Smith & Co .....	Knives, &c., New York .....	6 50
P. McElroy .....	Stationery, Mare Island .....	9 71
Western Union Telegraph Company .....	Telegrams, Washington .....	3 45
Adams Express Company .....	Freight, Washington .....	2 75
Adams & Stickney .....	Gas register, Washington .....	125 00
S. E. Hutchins .....	Apprehending deserters, Mare Island .....	10 00
Do .....	do .....	10 00
M. L. Kelley & Co .....	Oil, &c., Mare Island .....	33 30
P. McElroy .....	Stationery, Mare Island .....	5 56
P. R. Walsh .....	Nails, &c., Mare Island .....	25 30
J. R. Mason .....	Plumbing, Mare Island .....	20 45
S-rgt. C. B. Allen .....	Traveling expenses, Philadelphia .....	3 00
Browning & Middleton .....	Brooms, &c., Washington .....	10 50
T. B. Middleton .....	Straw, Washington .....	12 08
Thompson & Co .....	Repairing carryall, Washington .....	19 58
Charles Miller .....	Com. quarters, Washington .....	10 00
Per-diem roll, headquarters .....	Per diem, Washington .....	27 30
Chicago, Burlington and Quincy Railroad .....	Freight, Philadelphia .....	8 30
Michael Walsh .....	Boxes, Philadelphia .....	79 00
Capt. H. B. Lowry .....	Cartage, New York .....	6 00
T. B. Middleton .....	Straw, Washington .....	14 36
L. C. Campbell .....	Brooms, Washington .....	2 50
Sergt. F. Groll .....	Lime, &c., Boston .....	3 95
William Green .....	Window-shades, Boston .....	24 00
George A. Jones .....	Locks, &c., Washington .....	55
Do .....	Brooms, &c., Washington .....	10 00
Lieut. Richard Wallach .....	Freight, Mare Island .....	2 19
Washington Gas-Light Company .....	Gas, Washington .....	47 90
Sergt. J. Durling .....	Fines, &c., Portsmouth, N. H. .....	29 20
J. H. Foster .....	Stationery, Portsmouth, N. H. .....	12 23
N. F. Mathes & Co .....	Oil, &c., Portsmouth, N. H. .....	54 25
A. P. Wendall & Co .....	Nails, Portsmouth, N. H. .....	27 81
J. H. & W. R. Cosgrove .....	Screws, &c., New York .....	4 30
Thomas B. Loughran .....	Stationery, New York .....	8 98
John M. Hanson .....	do .....	10 50
James Nuttall .....	Plumbing, Washington .....	5 00
Michael Curran .....	Apprehending deserters, Annapolis .....	20 00

No. 9.—*Detailed statement of expenditures on account of contingencies, Marine Corps—Continued.*

Name.	Object of expenditure.	Amount.
Henry Burlingame .....	Apprehending deserters, Annapolis	\$20 00
James H. Vansant .....	Freight, Annapolis .....	75
Philadelphia Gas Works .....	Gas, Philadelphia .....	30 59
William H. Smithy .....	Apprehending deserters, Mare Isl'd	11 00
John C. Ayers .....	do .....	15 00
Brooklyn Gas-Light Company .....	Gas, New York .....	103 50
George Pool & Son .....	Brushes, New York .....	2 80
William Handler .....	Freight, Pensacola .....	1 50
Charles Luskey .....	Cartage, Washington .....	6 50
George Pool & Sons .....	Brushes, New York .....	6 95
Adams Express Company .....	Freight, Washington .....	4 50
William O. Pettit .....	Bowls, New York .....	13 35
John A. Smith .....	Spoons, New York .....	3 75
Webb & Beveridge .....	Bowls, Washington .....	9 40
E. S. Ralphs, treasurer .....	Advertising .....	110 40
Joseph L. Dodge .....	Apprehending deserter, Washing- ton.	10 00
Mrs. W. T. Smith .....	Washing, New York .....	14 00
John Banks .....	Sweeping chimneys, Washington.	20 00
D. Nachman .....	Soap, &c., New York .....	7 45
A. Gaddis .....	Cement, &c., Washington .....	4 25
W. H. Dempsey .....	Stationery, Washington .....	126 22
Do .....	do .....	42 20
James Nuttall .....	Plumbing, Washington .....	8 00
John S. Lyford .....	Mason work, Mare Island .....	16 72
John G. Ills .....	Grates, Mare Island .....	40 84
Magee Furnace Company .....	Furnace, Boston .....	238 79
Thomas P. Loughran .....	Stationery, New York .....	6 75
James M. Hanson .....	do .....	90
B. S. Osborne .....	Advertising .....	12 00
Charles C. Fulton & Son .....	do .....	8 25
Per-diem roll, headquarters .....	Per diem, Washington .....	27 30
Charles Miller .....	Com. quarters, Washington .....	10 00
J. C. F. Beyland .....	Advertising .....	9 00
James S. Topham & Co. .....	Harness, Washington .....	30 00
Chronicle Publishing Company .....	Advertising .....	26 00
William Stone .....	Cartage, Philadelphia .....	22 71
William Handler .....	Freight, Pensacola .....	2 10
W. J. Murtagh .....	Advertising .....	62 00
T. E. Clark & Co. .....	Lumber, Washington .....	5 43
Sergeant Ulean .....	Per diem, New York .....	27 65
Do .....	Com. quarters, New York .....	30 00
Charles Suskey .....	Cartage, Washington .....	6 50
Nathan Blum .....	Thread, Washington .....	80
C. McK. Orting .....	Oil, &c., Pensacola .....	34 40
Robert Pepper .....	Straw, Pensacola .....	13 60
P. McElroy .....	Stationery, Mare Island .....	7 09
Kimberly Manufacturing Company .....	Cart, Mare Island .....	106 97
Sergt. J. Durling .....	Apprehending deserters, Ports- mouth, N. H.	50 25
Michael Walsh .....	Boxes, Philadelphia .....	90 70
James Hogan .....	Stationery, Philadelphia .....	33 02
Thomas F. Bradley .....	Oil, &c., Philadelphia .....	14 21
J. B. Baxter .....	Nails, &c., Philadelphia .....	12 75
Thomas Sidleman .....	Straps, Philadelphia .....	27 60
S. McCandless .....	Cartage, Philadelphia .....	43 50
Brooklyn Gas-Light Company .....	Gas, New York .....	65 10
George E. Franklin .....	Brooms, Annapolis .....	5 40
Washington Gas-Light Company .....	Gas, Washington .....	75 40
Adams Express Company .....	Freight, Washington .....	4 05
McElfresh & Sergeant .....	Apprehending deserter, Washing- ton.	20 00



No. 9.—*Detailed statement of expenditures on account of contingencies, Marine Corps—Continued.*

Name.	Object of expenditure.	Amount.
E. C. Spinney .....	Straw, Portsmouth, N. H. ....	\$19 00
J. H. Foster .....	Stationery, Portsmouth, N. H. ....	14 00
George E. Wheeler .....	Straw, New York .....	23 20
Per-diem roll, marine band .....	Per diem, Washington .....	276 50
Thomas C. Lewis .....	Cartage, Washington .....	2 00
Thomas A. Buckley .....	Repairs, Washington .....	5 00
William F. McLennan .....	Straw, Philadelphia .....	34 00
Richard McGee & Son .....	Stationery, Philadelphia .....	5 69
Do .....	do .....	34 77
Fred. M. Reed .....	Stationery, Boston .....	6 00
Reider & Cotton .....	Gas-oil, Portsmouth, N. H. ....	114 03
N. F. Mathes & Co. ....	Lime, &c., Portsmouth, N. H. ....	12 90
John Conway .....	Coffin, &c., New York .....	46 00
Ray Brothers .....	Repairing boiler, New York .....	12 00
Peters Brothers .....	Straw, Norfolk .....	44 30
H. A. Saunders .....	Bowls, Norfolk .....	19 60
Do .....	Stationery, Norfolk .....	10 25
Capt. G. W. Collier .....	Ferriage, Norfolk .....	16 20
James Nuttall .....	Repairing boiler, Washington ..	35 00
W. W. Clapp, treasurer .....	Advertising .....	7 00
Henry Burlingame .....	Apprehending deserters, Annapolis	30 00
James W. League .....	Repairing stoves, Annapolis .....	11 60
Charles A. Moore, agent .....	Freight, Mare Island .....	1 62
William H. Smithey .....	Apprehending deserters, Mare Isl'd	10 90
Daniel Hussey .....	Shoeing horses, Mare Island .....	5 81
M. L. Kelley & Co. ....	Straw, Mare Island .....	5 81
Cook, Rymes & Co. ....	Repairing stoves, Boston .....	9 75
Frank A. Titus .....	Repairing gas fixtures, Boston ..	39 17
William B. Moore & Son .....	Bowls, &c., Boston .....	20 01
Mystic Water Board .....	Water, Boston .....	70 40
Lewis Hunt .....	Hardware, Boston .....	4 30
William Freeman .....	Straw, Boston .....	33 84
George B. Neal, treasurer .....	Gas, Boston .....	100 50
John Mullett .....	Brushes, Boston .....	13 59
N. H. Stephens & Co. ....	Repairing stove, Boston .....	2 75
Fred. M. Reed .....	Stationery, Boston .....	16 75
Sergt. F. Groll .....	Apprehending deserters, Boston ..	10 00
Theodore Lewis, jr .....	Cartage, Washington .....	75
Ray Brothers .....	Grate, New York .....	11 32
E. T. Waters, treasurer .....	Advertising .....	4 50
W. P. Clyde & Co. ....	Freight, Philadelphia .....	24 59
John S. Wilson, agent .....	do .....	27 77
Pennsylvania Railroad Company .....	do .....	33 50
W. L. Griggs .....	Salt, Washington .....	1 95
George Keil .....	Repairing clock, Washington .....	1 50
Nassau Water Department .....	Water, New York .....	111 84
Jacob Johnson .....	Sweeping chimneys, New York .....	59 50
C. H. Mendum & Co. ....	Oil-cloth, Portsmouth, N. H. ....	39 37
Peacock, Fetherston & Co. ....	Advertising .....	15 60
Fred. McCreelish & Co. ....	do .....	8 55
Lieut. George C. Reid .....	Telegram, Washington .....	1 29
Warren Choate & Co. ....	Stationery, Washington .....	52 43
Do .....	do .....	15 43
Morton McMichael .....	Advertising .....	15 00
H. DeMarriel .....	do .....	30 00
H. I. Gregory .....	Stoves, Washington .....	34 25
William McCreedy, auditor .....	Freight .....	2 15
Charles Luskey .....	Cartage, Washington .....	17 00
Charles Miller .....	Com. quarters, Washington .....	10 00
Per-diem roll, headquarters .....	Per diem, Washington .....	27 30
Isabella Smart .....	Washing, Washington .....	2 50

No. 9.—*Detailed statement of expenditures on account of contingencies, Marine Corps—Continued.*

Name.	Object of expenditure.	Amount.
Washington Gas-Light Company.....	Gas, Washington.....	\$72 40
Michael Walsh.....	Boxes, Philadelphia.....	87 00
E. S. Ralphs, treasurer.....	Advertising.....	13 45
Graphic Company.....	do.....	8 00
Frank A. Leach & Co.....	do.....	8 00
Adams Express Company.....	Freight, Washington.....	12 50
George Barber.....	Apprehending deserters, Annapolis.....	10 00
James Nuttall.....	Plumbing, Washington.....	20 30
William S. Mitchell.....	Carpets, Washington.....	176 23
Western Union Telegraph Company.....	Telegrams, Washington.....	32
W. P. Healy.....	Oil, Pensacola.....	10 50
George Cummings.....	Plumbing, New York.....	2 05
Henry Williams.....	Stove polish, New York.....	2 00
Thomas P. Loughran.....	Stationery, New York.....	4 08
W. C. & F. P. Church.....	Advertising.....	6 90
John A. Smith.....	Brushes, &c., New York.....	13 40
Adams Express Company.....	Freight, Philadelphia.....	73 20
John M. Edwards.....	Repairing hand-cart, New York.....	16 00
W. B. Marche.....	Repairing stove, Washington.....	10 00
S. E. Hutchins.....	Apprehending deserter, Mare Isl'd.....	20 00
Wells, Fargo & Co.....	Freight, Mare Island.....	8 72
M. L. Kelley & Co.....	Brooms, &c., Mare Island.....	34 18
P. McElroy.....	Stationery, Mare Island.....	5 69
Do.....	do.....	14 41
Do.....	do.....	20 17
Do.....	do.....	29 82
B. Langley.....	Brooms, &c., Pensacola.....	19 80
C. McK. Orting.....	Brushes, &c., Pensacola.....	44 05
G. Bell.....	Stationery, Pensacola.....	29 20
Fitzgerald & Sons.....	Advertising.....	20 80
John Seaton.....	Repairing heater, New York.....	133 30
Brooklyn Gas-Light Company.....	Gas, New York.....	127 50
Ray Brothers.....	Repairing boiler, New York.....	12 00
Charles Wright.....	Repairing stoves, Washington.....	11 97
Charles T. Wright.....	do.....	6 50
Sergt. F. Groll.....	Repairing clock, Boston.....	6 75
D. B. Reed.....	Freight, Pensacola.....	1 00
C. Burrichter.....	Repairing heater, Philadelphia.....	48 00
W. E. Roach & Son.....	Repairing stoves, Norfolk.....	29 00
James F. Cavendy.....	Stoves, Norfolk.....	35 20
R. A. Mapp & Co.....	do.....	55 00
Brig. Gen. J. Zeilin.....	Telegram, Washington.....	14
Theodore Lewis.....	Cartage, Washington.....	2 75
Do.....	do.....	75
Steamer Cora.....	Freight, Mare Island.....	2 29
Charles Miller.....	Com. quarters, Washington.....	10 00
Per-diem roll, headquarters.....	Per diem, Washington.....	27 30
Total, July 1 to December 1, 1875..		8, 080 09



NORSE-AMERICAN LINE OF STEAMSHIPS.

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LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

*Copies of correspondence between the Departments of State and Treasury relative to a claim of the Norse-American line of steamships for the refunding of a sum of money therein specified, payment of which is urged by the minister of Sweden and Norway under certain treaty-provisions also named.*

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JANUARY 12, 1876.—Referred to the Committee on Claims and ordered to be printed

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TREASURY DEPARTMENT,  
January 5, 1876.

SIR: I have the honor to transmit herewith copies of correspondence between the Departments of State and the Treasury relative to a claim brought before this Department for the refund of the sum of \$6,447.60 to the owners of the Norse-American line of steamships, payment of which is urged by the minister of Sweden and Norway, under the provisions of the fourth article of the treaty between the United States and Belgium of July 17, 1858; the second article of the treaty between the United States and Sweden of April 3, 1783, and the eighth and seventeenth articles of the treaty between the United States and Sweden and Norway of July 4, 1827.

The sum in question is the amount collected as tonnage-tax on the steamers of the Norse-American line at New York between July 24, 1871, and August 23, 1873.

This tax was in the opinion of the Department of State collected in contravention of the articles of the several treaties referred to, and it would have been refunded by this Department under the provisions of section 3012½ of the Revised Statutes, if protest and appeal had been made as therein required.

The grounds of the decision of the Department of State, and the proofs of the actual collection of the tax, will more fully appear in the copies of the correspondence herewith transmitted. I would suggest that provision may be made for the discharge at an early day of this obligation of the Government by the necessary appropriation.

I have the honor to be, sir, your obedient servant,

B. H. BRISTOW,  
Secretary.

The SPEAKER of the House of Representatives.

*Copies of letters and documents relating to the claim of the Norse-American line of steamships for the refund of tonnage-tax.*

1. Secretary of State to Secretary of Treasury, October 8, 1872, inclosing note of the Swedish minister of October 2, 1872.
2. Reply of Secretary of the Treasury to the foregoing, October 10, 1872.
3. Secretary of State to the Secretary of the Treasury, April 10, 1874, inclosing note of the Swedish minister of March 25, 1874.
4. Reply of Secretary of the Treasury to the foregoing, August 3, 1874.
5. Additional letter to the Secretary of State, August 19, 1874.
6. Secretary of State to the Secretary of the Treasury, August 31, 1874.
7. Secretary of State to the Secretary of the Treasury, September 28, 1874.
8. Reply of the Secretary of the Treasury to the foregoing, October 3, 1874.
9. The Attorney-General to the Secretary of the Treasury, October 24, 1874.
10. Secretary of State to the Secretary of the Treasury, December 2, 1874, inclosing note from the Swedish minister of November 25, 1874.
11. Secretary of State to the Secretary of the Treasury, January 29, 1875.
12. Secretary of State to Secretary of the Treasury, February 27, 1875.
13. Secretary of the Treasury to the Secretary of State, May 11, 1875.
- Secretary of the Treasury to the Secretary of State, May 22, 1875.
14. Collector of customs at New York, February 5, 1875, stating the amount of tax paid by the Norse-American line.
15. Extracts from treaties governing the case.

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DEPARTMENT OF STATE,  
*Washington, October 8, 1872.*

SIR: I have the honor to submit herewith, for your consideration, a translation of a note of the 2d instant, from the minister of Sweden and Norway, and of its accompanying communication, relating to the remission of tonnage-dues imposed on the Norwegian-American line of steamers.

I have the honor to be, sir, your obedient servant,

HAMILTON FISH.

HON. GEORGE S. BOUTWELL,  
*Secretary of the Treasury.*

[Inclosure.]

Mr. Stenersen to Mr. Fish, October 2, 1872.

Messrs. Funch, Edye & Co. to Mr. Bors, September 19, 1872.

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LEGATION OF SWEDEN AND NORWAY,  
*Newport, October 2, 1872.*

MR. SECRETARY OF STATE: I have the honor herewith to send you a copy of a letter addressed, on the 19th of September last, to the consulate of the United Kingdoms, by

Messrs. Funch, Edye & Co., agents of the Norwegian-American line of steamers, whereby these agents request the intervention of the legation of the King near the American Government, in order to obtain for the said steamers, according to the principles enunciated in our treaty of commerce of 1827, remission of tonnage-dues in American ports.

Begging you, Mr. Secretary of State, to cause the necessary steps to be taken in order that this remission may be granted, I avail myself of this occasion to renew to you the assurances of my highest consideration.

O. STENERSEN.

Mr. HAMILTON FISH, *Secretary of State, &c.*

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NEW YORK. *September 19, 1872.*

DEAR SIR: Being the agents of the Belgian steamers coming to this port, and having succeeded, agreeably to the treaty with Belgium and the United States, concluded in the year of 1859, of which annexed is a copy, to get the tonnage-duty, paid for said steamers, refunded through the Belgian minister at Washington, we now beg leave to request you to inform the minister of Sweden and Norway to call on the Secretary of State to have the tonnage-duty of the "Norse-American line," say of steamers St. Olaf, Peter Jebsen, and Harald Haarfager, of which we also are the agents here, returned, on the plea that Norway and Sweden are considered on the same footing as the most favored nations, and consequently entitled to a restitution of the amount of tonnage paid. The boats, as can be proved, are regular traders, and ought to pay no tonnage-dues in this country. Your earliest attention to this matter is kindly requested. All three boats are shortly expected to arrive here again.

Begging you to excuse the trouble, and kindly requesting your assistance and answer, we are, dear sir, your obedient servants,

FUNCH, EYDE & CO.

CHR. BORN, Esq.,

*Swedish and Norwegian Consul, Present.*

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TREASURY DEPARTMENT,

*Washington, D. C., October 10, 1872.*

SIR: I have the honor to acknowledge the receipt of your communication of the 8th instant, transmitting a translation of a note from the minister of Sweden and Norway relating to the refunding of certain tonnage-dues, which, as alleged, have been imposed at the custom-house at New York on the "Norse-American line" of steamers, viz, the Saint Olaf, Peter Jebsen, and the Harold Haarfager.

The refund appears to be claimed under the provisions of the treaty between this Government and Sweden and Norway, proclaimed January 17, 1828, (8 Stat. at Large, p. 346,) and on the ground that the vessels of the countries named should be placed in ports of the United States on the footing of the most favored nations, and are therefore entitled to enter and clear in said ports without the payment of tonnage-dues. It is stated that the boats are regular traders.

I would thank you to inform the minister, in reply to his note, that it is considered that the treaty should not be construed as conferring greater privileges on vessels of his country in our ports than are accorded to our own vessels, which are obliged to pay tonnage-dues on the first entry made after the expiration of a year from any former payment.

The treaty in question, presumed to be still in force, provides that vessels of Sweden and Norway arriving, either laden or in ballast, in ports of the United States, from whatever place they may come, shall be treated, on their entrance, during their stay, and at their departure, upon the same footing as *national vessels* coming from the same place, with respect to the duties of tonnage. And, in my opinion, there is nothing in the agreement contained in the eighth article not "to impose upon the navigation between their respective territories, in the ves-

sels of either, any tonnage or other dues which shall be higher or other than those which shall be imposed on any other navigation," or in any other portion of the treaty, which should render it obligatory upon this Government to place the foreign vessels in question on a *better* footing than our own.

I would also thank you to state to the minister that if this decision be incorrect, the parties aggrieved may procure their remedy by an action against the collector, provided they comply with the requirements of the fourteenth and fifteenth sections of the act of June 30, 1864, (Stat. at Large, vol. 13, p. 202.)

I am, sir, very respectfully, your obedient servant,

GEO. S. BOUTWELL,

*Secretary.*

HON. HAMILTON FISH,

*Secretary of State.*

DEPARTMENT OF STATE,

*Washington, April 10, 1874.*

SIR: I have the honor to inclose herewith, for your consideration, a translation of a note, of the 25th ultimo, from Mr. Stenersen, minister of Sweden and Norway, renewing the request made in his note to this Department of the 2d of October, 1872, that the line of steamers plying between Norway and the United States may be favored with the same exemption from payment in this country of tonnage, anchorage, beaconage, and light-house dues that has been granted to the Belgian steamers in virtue of the treaty between the United States and Belgium, of July 17, 1858, and to obtain the restitution of the duties which have already been paid.

I have the honor to be, sir, your obedient servant,

HAMILTON FISH.

HON. WM. A. RICHARDSON,

*Secretary of the Treasury.*

[Inclosure.]

Mr. Stenersen to Mr. Fish, March 25, 1874.

[Translation.]

LEGATION OF SWEDEN AND NORWAY IN THE UNITED STATES,

*Washington, March 25, 1874.*

MR. SECRETARY OF STATE: Under date of October 2, 1872, I had the honor to address you a note, the object of which was to ask, in favor of the line of steamers plying between Norway and the United States, the same exemption from payment, in this country, of tonnage, anchorage, beaconage, and light-house dues that has been granted to the Belgian steamers in virtue of the treaty between the United States and Belgium, of July 17, 1858, and to obtain the restitution of the duties which have already been paid.

In reply to that note you were pleased, Mr. Secretary of State, to send me, under date of October 17, 1872, a copy of a letter from the Secretary of the Treasury, of the 10th of the same month, wherein the said Secretary expressed his opinion that the treaty between Sweden and Norway and the United States, of July 4, 1827, contains no stipulation authorizing the steamers of the line aforesaid to claim the privileges which have been granted to the Belgian line. The Secretary added that, if his decision was considered unjust, the parties interested might appeal to the courts.

I communicated this reply to my government, which has instructed me to try once more to obtain the recognition, diplomatically, of the rights which we claim, by submitting the question anew to the consideration of the American Government.

In obedience to these instructions, I take the liberty of calling your attention, Mr. Secretary of State, in the first place, to article 8 of the treaty of 1827, which is as follows: "The two high contracting parties engage not to impose upon the navigation between their respective territories, in the vessels of either, any tonnage or other duties, of any kind or denomination, which shall be higher or other than those which shall be imposed on every other navigation."

It seems to me very difficult, Mr. Secretary of State, not to admit that this article secures to each of the two contracting countries, for their navigation to the other country in their own vessels, the usage of the most favored nation in everything relating to "tonnage or other duties."

In the second place, I take the liberty of observing to you, Mr. Secretary of State, that, by article 17 of the treaty of 1827, it is stipulated that several articles of the treaty of April 3, 1783, between Sweden and the United States, shall be "revived and made applicable to all the countries under the dominion of the present high contracting parties, and shall have the same force and value as if they were inserted in the context of the present treaty," and that among the articles thus revived is the second, which reads thus: "The King and the United States engage mutually not to grant hereafter any particular favor to other nations, in respect to commerce and navigation, which shall not immediately become common to the other party."

It seems to me impossible, Mr. Secretary of State, to find in a treaty terms more explicit, and bearing more directly upon questions of the nature of that which now occupies our attention.

It is, therefore, in basing my request upon these direct and formal terms of existing treaties, that, with full confidence in the sentiments of justice and good-will which actuate the Government of the United States, I have the honor to beg you, Mr. Secretary of State, to be pleased again to take into consideration the subject of my note of October 2, 1872, and to use your good offices to the end that the request therein made may be granted.

I avail myself of this occasion to renew to you, Mr. Secretary of State, the assurances of my highest consideration.

O. STENERSEN.

Hon. HAMILTON FISH,  
*Secretary of State, &c.*

TREASURY DEPARTMENT,  
*Washington, D. C., August 3, 1874.*

SIR: I have the honor to acknowledge the receipt of your letter of the 10th of April last, transmitting a translation of a note received by you from Mr. Stenersen, Swedish minister, requesting a reconsideration of a decision of this Department, contained in a letter addressed to you on the 10th October, 1872, in reference to an application for the exemption from the tax on tonnage of the Norse line of steamers plying between the United States and Norway.

I will thank you to state whether there is any satisfactory evidence that vessels of the United States propelled by steam and engaged in regular navigation between Sweden and Norway and the United States are exempt from the payment of duties of tonnage in the ports of those countries, and whether the treaty between Sweden and Norway and this country, concluded July 4, 1827, and the article of the treaty of 1783 mentioned in the seventeenth article of the treaty of 1827, are to be considered as still in force.

I am, &c., very respectfully,

CHAS. F. CONANT,  
*Acting Secretary.*

Hon. HAMILTON FISH,  
*Secretary of State.*



TREASURY DEPARTMENT,  
Washington, D. C., August 19, 1874.

SIR: Referring to my letter of the 3d instant, I have the honor to inform you that this Department has been apprised by the collector of customs at New York that the line of steamers plying between Sweden and Norway and this country is suspending because of dull business; that the vessels of the line enter in the United States directly from Bergen, Norway, and clear for Havre, or any other selected port, and that there is good reason to believe that vessels of the United States engaged in corresponding trade, if there were such vessels, would not be exempt from the payment of tonnage-dues in Norway and Sweden.

I have the honor to be, sir, your obedient servant,

CHAS. F. CONANT,  
*Acting Secretary.*

Hon. HAMILTON FISH,  
*Secretary of State.*

DEPARTMENT OF STATE,  
Washington, August 31, 1874.

SIR: Referring to my letter of the 8th of October, 1872, in relation to a claim presented by the minister of Sweden and Norway at this capital, requesting the refunding of certain tonnage-dues, to the reply of your Department of the 10th of that month, and to subsequent correspondence on the subject, I have now the honor to acknowledge the receipt of your letters of the 3d and 19th instant in relation to the same question.

In your letter of the 3d instant you request to be informed whether or not the treaty of the 4th of July, 1827, between the United States and Sweden and Norway, and the several articles of the treaty of 1783 between the United States and Sweden, mentioned in Article XVII of that of 1827, are to be considered in force. In reply to that inquiry, I have the honor to state that the treaty of 1827 referred to, including the articles from the treaty of 1783, is still in force.

You further desire to be informed whether there is any satisfactory evidence that vessels of the United States, propelled by steam and engaged in regular navigation between "Sweden and Norway" are exempt from the payment of duties of tonnage in the ports of those countries. Assuming that the inquiry was intended to be made in relation to steam-vessels engaged in regular navigation between the United States and Sweden and Norway, it is to be observed that there has been as yet no line of steam vessels of the United States engaged in regular navigation between the United States and those countries, and the Department can therefore possess no positive information in relation to this particular question.

The eighth article of the treaty of 1827 and the second article of the treaty of 1783 provide that neither of the contracting powers shall impose upon the navigation between their respective countries, in regard to the vessels of the other, any tonnage or other duties of any denomination which shall be higher or other than those imposed upon every other navigation, nor grant to other nations any particular favor with regard to commerce which shall not immediately become common to the other; and as by the fourth article of the treaty of 1858 between the

United States and Belgium the steam-vessels of either country, respectively, engaged in regular navigation between the United States and Belgium, shall be exempt in both countries from the payment of duties of tonnage, buoys, and light-houses, the government of Sweden and Norway claim that this is a favor granted by the United States to Belgium, which in virtue of the provisions of the treaty of 1827 should at once become common to them, and therefore that the Norse line of steam-ships engaged in regular navigation between the ports of that kingdom and the United States should be exempt from the payment of such dues. The obligations of the treaty between the United States and Sweden and Norway are reciprocal, and should a line of steam-vessels be established in the future during the continuance of the treaty, being vessels of the United States engaged in such regular navigation between the United States and Sweden and Norway, it is to be presumed that the government of the latter country, regarding the obligation of the treaties in question, would extend to such vessels of this country the same exemption from the payment of such tonnage, buoy, and light-house duties as the vessels of Sweden and Norway may enjoy in this country under the treaties referred to.

In this view of the facts, and the provisions of the several treaties referred to, this Department is disposed to regard the claim put forth by the Government of Sweden and Norway, to the effect that the Norse line of steam-ships shall be exempt in the ports of the United States from the payment of duties of tonnage, buoys, and light-houses, as just and reasonable.

I have the honor to be, sir, your obedient servant,

HAMILTON FISH.

Hon. BENJAMIN H. BRISTOW,  
*Secretary of the Treasury.*

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DEPARTMENT OF STATE,  
*Washington, September 28, 1874.*

SIR: I have the honor to call your attention to a communication from this Department to the Hon. William A. Richardson, dated April 10, 1874, with which was inclosed a translation of a note, dated the 25th of March, from Mr. Steuensen, minister of Sweden and Norway, renewing a former request that the line of steamers plying between Norway and the United States should be favored with certain exemptions by virtue of certain treaty-provisions, and to your letter of August 3, 1874, making certain inquiries of this Department, and to the letter of this Department in answer thereto, dated August 31, and to inform you that a further request has been made to this Department by Mr. Steuensen, the minister of Sweden and Norway, for a decision upon the question discussed in such communications.

I am directed by the Secretary of State to request that this Department may be furnished with your decision upon such questions at as early a time as may be convenient.

I have the honor to be, sir, your obedient servant,

JOHN L. CADWALADER,  
*Acting Secretary.*

Hon. BENJAMIN H. BRISTOW,  
*Secretary of the Treasury.*

TREASURY DEPARTMENT,  
*Washington, D. C., October 3, 1874.*

SIR: I have the honor to acknowledge the receipt of your letter of the 28th ultimo, calling the attention of the Department to the correspondence concerning the renewal of the request of Mr. Stenerson, minister of Sweden and Norway, to exempt the Norse line of steamers, plying between Norway and the United States, by virtue of certain treaty-provisions, from the payment of duties of tonnage, buoys, and lights.

It appears from your review of the subject, under date of the 31st August last, in response to a letter of this Department, dated the 3d of that month, that the treaty of the 4th of July, 1827, between the United States and Sweden and Norway, and the several articles of the treaty of 1783 between the United States and Sweden, mentioned in Article XVII of that of 1827, is still in force.

As regards the question whether our vessels would receive like exemptions in Swedish ports, you say that there is no line of steam-vessels of the United States engaged in regular navigation between the United States and those countries, and, therefore, you possess no positive information in relation thereto. Article VIII of the treaty of 1827, and the second article of the treaty of 1783, provide that neither of the contracting powers shall impose upon the navigation between their respective countries any tonnage or other duties, of any denomination, on vessels, which shall be higher or other than those imposed upon every other navigation, nor grant to other nations any particular favor with regard to commerce which shall not immediately become common to the other. And as by the fourth article of the treaty of 1858 between the United States and Belgium the steam-vessels of either country, respectively, engaged in regular commerce between the United States and Belgium, shall be exempt in both countries from the payment of duties of tonnage, buoys, and light houses, the government of Sweden and Norway claim that this is a favor granted by the United States to Belgium, which, in virtue of the provisions of the treaty of 1827, should at once become common to them, and, therefore, that the Norse line of steamships engaged in regular navigation between the ports of that kingdom and the United States should be exempt from the payment of such duties. The obligations of the treaty between the United States and Sweden and Norway are reciprocal, and should a line of steamers be established in the future, and during the continuance of the treaty, being vessels of the United States engaged in such regular navigation between the United States and Sweden and Norway, it is presumed by you that the government of the latter country, regarding the obligations of the treaties in question, would extend to such vessels of this country the same exemption from the payment of such duties as the vessels of Sweden and Norway may enjoy in this country under those treaties, and you observe that in view of the facts and the provisions of the treaties referred to, the Department of State is disposed to regard the claim put forth by the government of Sweden and Norway to the effect that the Norse line of steamships shall be exempt in the ports of the United States from the payment of duties of tonnage, buoys, and light-houses, as just and reasonable.

I have to say that the case as presented has been maturely considered by the Department, and looking to the effect of the provisions of the treaties as submitted by you, and to the expression of your opinion as to the justice and reasonableness of the claim of the government of Sweden and Norway to the exemption of the vessels of that kingdom

rom the payment of the duties named, I am willing to concur in your view, and concede the claim in question. The proper instructions in the premises will be given.

I have the honor to be, sir, your obedient servant,

B. H. BRISTOW,  
Secretary.

Hon. HAMILTON FISH,  
Secretary of State.

DEPARTMENT OF JUSTICE,  
Washington, October 24, 1874.

SIR: I have the honor to acknowledge the receipt of a letter bearing date October 5, 1874, addressed by Hon. Chas. F. Conant, Acting Secretary, to this Department, and covering copies of communications from the Secretary of State addressed to the Department of the Treasury, under dates 10th of April and 31st of August, 1874; also a copy of the letter of the Secretary of the Treasury of October 3, 1874, addressed to the Department of State; also the note bearing date March 25, 1874, of the minister of Sweden and Norway, addressed to the Department of State; and lastly, a memorandum containing copies of article 4 of the treaty of July 17, 1858, between the United States and Belgium; article 2, of the treaty of the United States with Sweden, of April 3, 1783, and of articles 8 and 17 of the treaty of the United States with Sweden and Norway, of July 4, 1827.

These documents all have reference to the question submitted by the letter of the Treasury Department of the 5th instant, viz: Whether the owners of the "Norse-American line" of steamers, plying between Norway and the United States, "*are entitled to a refund*" of the moneys they have paid to the customs-officers of the United States for duties of tonnage, buoys, and light-houses, which moneys the government of Norway and Sweden claims, through their minister in his note of March 25, 1874, were exacted and paid contrary to certain stipulations contained in the treaties with Sweden, and Sweden and Norway, above referred to.

Secondly, it is inquired, whether the Secretary of the Treasury, under sections 3012½ and 3013 of the Revised Statutes, has the power to refund these moneys. By article 2 of the treaty with Sweden, of April 3, 1783, the King of Sweden and the United States engage mutually not to grant thereafter any particular favor to other nations in respect to commerce and navigation which shall not *immediately become common* to the other party, &c. (8 Stats., 62.)

This agreement, by the seventeenth article of the treaty of July 4, 1827, with Sweden and Norway, was revised and made applicable to all the countries under the dominion at that time of the two contracting powers, and it was declared to have the same force and value as if inserted in the text of the later treaty. (8 Stats., 354.)

By article 8 of the treaty last cited, the contracting parties engage not to impose upon the navigation between their respective territories, in the vessels of either, any tonnage or other duties of any kind or denomination, which *shall be higher or other than* those which shall be imposed on every other navigation, except that which they have reserved to themselves by the sixth article of the present treaty. (8 Stats., 350.)

The sixth article refers only to coastwise navigation, and that between the ports of Sweden and those of Norway. (8 Stats., 348.)

These mutual agreements, it is stated by the honorable Secretary of State, still exist and are in force, and no doubt have been in force since the year 1827.

By article 4 of the treaty of the United States with Belgium, of July 17, 1858, it was stipulated that steam-vessels of the United States and of Belgium engaged in regular navigation between their respective countries, shall be exempt from the payment of duties of tonnage, anchorage, buoys, and light-houses. (12 Stats., 1045.) From the simple reading of these treaty-provisions, in the order above set forth, the conclusion is inevitable that whatever favors or exemptions are enjoyed by the regular steam-navigation of Belgium plying between that country and the United States, are "*common*" to the like navigation of Sweden and Norway. For "no higher or other duties" can be imposed upon it in the ports of the United States than are imposed on every other navigation.

The Departments of State and of the Treasury concede that the claim of this Norse line of steam-vessels to be exempt in the ports of the United States from the payment of duties of tonnage, &c., is just and reasonable; and they are brought to this concession by an examination and review of the treaty-provisions above set forth. But if it is just and reasonable *now and in the future*, that steam-vessels of Sweden and Norway, engaged in regular navigation between those countries and the United States, should be exempt in the ports of the latter from the payment of tonnage duties, it has been so at *all times in the past* since the ratification of the treaty with Belgium of July 17, 1858. No language can make this plainer than it is upon the face of the treaties.

It is stated by the honorable Secretary of State that as yet there has been no line of steam-vessels of the United States engaged in regular navigation between the United States and Sweden and Norway. It cannot, therefore, be certainly stated whether tonnage-duties would or would not be required of such vessels belonging to this country, in the ports of Sweden and Norway.

It is to be presumed that they will, when the occasion shall arise, faithfully perform their duty under the treaties. For the obligations imposed by them are reciprocal; but either of the contracting parties may claim the benefit of them, even if the other should never inaugurate regular steam-navigation between the two nations.

It results from what has been said that the moneys which have been paid for duties of "tonnage, anchorage, buoys, and light-houses, by the Norse-American line" of steamers, to the customs-officers of the United States, have been exacted contrary to the stipulations of the treaties above set forth; contrary, therefore, to law. The amounts in the Treasury so collected are not the moneys of the United States, but belong to the owners of the said line of steamers.

It is money had and received to their use; and they are entitled to have it refunded to them.

I pass now to the second inquiry. Section 3012½ of the Revised Statutes provides, in substance, that when, to the satisfaction of the Secretary of the Treasury, it shall appear that more money has been paid to the customs-officers of the Government than the law requires for duties or other moneys, and protest and appeal to the Secretary has been made as required by law, he may refund the overplus, &c.

The facts of the case under consideration in respect to overpayment not only answer to the conditions set forth in the law, but go far be-

yond them. The language of the law implies that money is due to the Government in the case provided for, and that there is an overpayment. Here, nothing was due. But I think the plain intent of the law is, that whenever money has been collected by the customs-officers of the Government, that does not by law belong to it, and the appeal required by the statute has been made to the Secretary, he shall refund to the party whose money has been taken without warrant of law. It would be monstrous to hold that the Secretary may make restitution where a *part* only was unlawfully received, but cannot where the *whole* was exacted against law. Section 3013 provides for the case of failure to comply with the requirements of the statute relative to the protest and appeal to the Secretary of the Treasury when that functionary is satisfied that such non-compliance is owing to circumstances beyond the control of the owner, master, consignee, or agent. In other respects it is substantially like the preceding section.

The language is certainly broad enough to cover the cases supposed, viz, "cases in which, in the opinion of the Secretary of the Treasury, circumstances have rendered it impossible for the consignee or agent of the line to protest and appeal." I am of opinion that, in the case as stated, it will not be overstepping the limit of the powers given by these provisions of law to the Secretary of the Treasury, if he shall refund to the owners of the Norse-American line of steamers the monies exacted from them as "duties of tonnage, buoys, and light-houses," contrary to the aforesaid treaty-stipulations.

It remains to inquire how far back the operation of these laws extends. Section 3012½ is a re-enactment of section 16 of the act of June 30, 1864, (13 Stats., 215,) and section 3013 of the seventh section of the act of July 28, 1866, (14 Stats., 329.) The law, as declared in section 3012½, has been in operation certainly since June 30, 1864. In respect to tonnage-duties it does not, I think, reach beyond that time in the past.

Section 16 of the act of 1864 (identical with section 3012½, Rev. Stats.) speaks of duties paid under protest and appeal, "as hereinbefore provided;" that is, in sections 14 and 15 of the same act.

Section 14 (13 Stats., 215) provides that, "in the case of duties levied on tonnage, (as well as on goods, wares, and merchandise,) unless the owner, master, commander, or consignee of the vessel "shall, within ten days after the ascertainment and liquidation of the duties by the proper officers of the customs, give notice, in writing, to the collector" of objection to his decision, and, within thirty days after the date of such ascertainment and liquidation, appeal to the Secretary of the Treasury, the decision of the collector shall be final and conclusive.

The section of the Revised Statutes corresponding to this is No. 2931, p. 529. There is no like statute in respect to tonnage-duties prior to June 30, 1864. There is a similar law in case of goods, wares, and merchandise, to wit, section 5 of the act of March 3, 1857, (11 Stats., 195.) It will be observed that the operation of section 3012½ is dependent upon the condition that there should be notice in writing to the collector of objection to his decision within ten days after it is made, and an appeal to the Secretary of the Treasury within thirty days after the date of such decision; and there is no like requirement in the case of tonnage-duties prior to the 30th of June, 1864.

It follows that said section cannot reach back in its effect beyond that date, so far as it concerns duties on tonnage. It is hardly necessary to add that the same rule holds in regard to the operation of section 3013, for there could not be a failure "to comply with the require-

ments relating to appeals to the Secretary of the Treasury " before there were any such requirements.

As to duties of tonnage overpaid, or exacted contrary to law, prior to June 30, 1864, the question whether they can be refunded depends upon the law as it was before that date, and the practice of the Treasury Department.

The law of March 3, 1839, section 3, is applicable thereto, (5 Stats., 348.)

I have the honor to be, very respectfully, your obedient servant,  
GEO. H. WILLIAMS,  
*Attorney-General.*

Hon. B. H. BRISTOW,  
*Secretary of the Treasury.*

DEPARTMENT OF STATE,  
Washington, December 2, 1874.

SIR: I have the honor to submit herewith, for your consideration, the inclosed copy, in translation, of a note addressed to this Department by the minister of Sweden and Norway, under date of the 25th ultimo, who, in view of the recent decision of the Treasury Department, requests, on behalf of his government, that the amount of tonnage-dues heretofore paid by the Norwegian line of steamers, at the port of New York, may be refunded through the Swedish legation to the steamship company in question. A copy of a list of the sums alleged to have been paid by that company is also inclosed.

I have the honor to be sir, your obedient servant.

HAMILTON FISH.

Hon. BENJAMIN H. BRISTOW,  
*Secretary of the Treasury.*

[Inclosure.]

Mr. Stenersen to Mr. Fish, November 25, 1874, with an accompaniment.

[Translation.]

*Mr. Stenersen to Mr. Fish.*

LEGATION OF SWEDEN AND NORWAY IN THE UNITED STATES,  
Washington, November 25, 1874. (Received Nov. 27.)

MR. SECRETARY OF STATE: The government of the King having been informed by telegraph of the contents of the note which you were pleased to address to me under date of the 13th ultimo, I have the honor, in obedience to its instructions, Mr. Secretary of State, herewith to inclose to you a list of the sums which have been paid as tonnage-dues at New York by the steamers of the Norwegian line, said sums forming a total of \$6,447.60, and I beg you to be pleased, in accordance with the principle enunciated in your note aforesaid, to cause this amount to be refunded, through this legation, to the steamship company in question.

Be pleased to accept, Mr. Secretary of State, the reiterated assurances of my highest consideration.

O. STENERSEN.

Hon. HAMILTON FISH,  
*Secretary of State, &c., Washington.*

*Tonnage-dues paid at New York by the steamers of the Norwegian line.*

Steamer St. Olaf, July, 1871.....	\$586 20	
Steamer St. Olaf, September, 1872.....	586 20	
Steamer St. Olaf, October, 1873.....	586 20	
		\$1,758 60
Steamer Peter Jebsen, May, 1872.....	374 40	
Steamer Peter Jebsen, May, 1872.....	374 40	
		748 80
Steamer Harald Haarfager, July, 1872.....	657 90	
Steamer Harald Haarfager, August, 1873.....	657 90	
		1,315 80
Steamer Hakon Adelsten, May, 1873.....	425 10	
Steamer Hakon Adelsten, July, 1874.....	425 10	
		850 20
Steamer Kong Sverre, July, 1873.....	723 60	
Steamer Kong Sverre, August, 1874.....	723 60	
		1,447 20
Steamer Fridjof, May, 1873.....		327 00
Total .....		6,447 60
By the Direction.		

P. JEBSEN.

BERGEN, October 27, 1874.

DEPARTMENT OF STATE,  
Washington, January 29, 1875.

SIR: Referring to my letter of the 2d ultimo, inclosing a copy in translation, of a note of the 25th of November last, from the minister of Sweden and Norway, and of its accompaniment, relative to the return to the Norwegian line of steamers of the amount paid by them for tonnage-dues at the port of New York, I have now the honor to state that, Mr. Steversen having recently recalled attention to the matter, I shall be pleased if you will acquaint me with your views upon the subject, in order that this Department may make a suitable reply to the minister's note.

I have the honor to be, sir, your obedient servant,

HAMILTON FISH.

HON. BENJAMIN H. BRISTOW,  
Secretary of the Treasury.TREASURY DEPARTMENT,  
Washington, D. C., May 11, 1875.

SIR: Referring to your several letters of December 2, 1874, and of the 29th of January and the 27th of February last, in regard to a request by the Swedish minister for a refund of sums amounting to \$6,447.60, collected as tonnage tax of steamships of the Norse-American line, I have the honor to say that my reply to your several communications has been delayed by the necessity of obtaining a report from the collector of customs at New York of the amount actually collected of that line, and also of inquiry into the power of this Department to make the refund demanded.

In my communication to you of October 3, 1874, I expressed my willingness to concede the *exemption* of the vessels of that line from the payment of any further tonnage-tax, and instructions to that effect were accordingly given to the collector of New York to refrain from collecting it until otherwise ordered. But no opinion was expressed as to my power to *refund* the sums already collected.

On mature consideration of the subject, I am satisfied that, no protest and appeal having been made, as required by section 2931 of the Revised Statutes, upon the payments of the tax made since May 6



1873, I have no power to refund the sums paid after that date. Payments made between July 24, 1871, and June 26, 1873, (inclusive of the latter date,) upon the St. Olaf and the Peter Jebsen, can only be refunded under a forced construction of section 3013 of the Revised Statutes. Protest was made at the time of payment of the tax upon the Frithiof, the H. Adelsteen, and the K. Sverre, but *there was no appeal*. These protests, together with the notice supposed to have been given the Swedish minister in accordance with the request expressed in the letter of this Department to the Secretary of State of October 10, 1872, indicate that the line were sufficiently cognizant of the requirement of our law to render it obligatory upon them to make protest if they expected a refund from this Department.

These obstacles to a refund by me are not, however, to be construed as a denial of the validity of the claim, which seems to me to follow as a necessary consequence from the concession of the exemption from the payment of the tax during the continuance of the treaty between the United States and Belgium of July 17, 1858. It will be necessary, therefore, for the claimants to appeal to Congress for relief, and their appeal, if so desired, will be supported by the recommendation of this Department.

I have the honor to be, sir, your obedient servant,

B. H. BRISTOW,

*Secretary.*

HON. HAMILTON FISH,

*Secretary of State.*

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TREASURY DEPARTMENT,  
Washington, D. C., May 22, 1875.

SIR: In further explanation of the Department's letter of the 11th instant, in relation to the refund of \$6,447.60, collected as tonnage-tax on the steamships of the Norse-American line, I have the honor to say that the payments of this tax were made at various dates, extending from July 24, 1871, to August 23, 1873.

Between July 24, 1871, and September 10, 1872, there were three payments of the tax made upon the St. Olaf, two upon the Peter Jebsen, and two upon the Harald Haarfager, amounting to \$2,205.70, as returned by the collector of customs at New York.

The power of this Department to return the sums thus paid is conferred, if at all, under section 3013 of the Revised Statutes. This section provides for the refund of tonnage-tax or other payments made to a collector, where there has been a failure to protest and appeal in accordance with the requirements of section 2931, Revised Statutes, but it makes the refund dependent upon the fact that "the Secretary of the Treasury shall be satisfied that such non-compliance with the requirements as above stated was owing to circumstances beyond the control of the importer, consignee, or agent making such payments." I do not find, as regards these particular payments upon the steamships St. Olaf, Jebsen, and Haarfager, that the failure to protest and appeal was owing to circumstances beyond the control of the agent of the line, and therefore, as stated in my communication of the 11th instant, the refund of the sums paid between those dates could only be made under a forced construction of section 3013, a construction which I do not feel disposed to give.

The case is still stronger as regards the payments of the tax upon the St. Olaf, (October 23, 1873,) and various payments made in 1873 and 1874 upon the Fridtjof, Hagen Adelsteen, Kong Sverre, and Haarfager.

In a letter of this Department to the Secretary of State, of October 10, 1872, notice of the necessity of protest was requested to be given to the Swedish minister, and it is presumed that such notice was given. Moreover, in May and July, 1873, protest was actually made in the cases of the Frithiof, Adelsteen, and K. Sverre, but without appeal. The fact that protest was made as early as May, 1873, on the payment of the tax upon certain vessels of the line, indicated that her agents were at that date cognizant of the necessity of protest, and that the notification of such necessity had been given them in October, 1872, as requested by this Department. Had there been protest and appeal as required by section 2931 Revised Statutes, upon all the payments of the tax on the Norse line, this Department could at once order a refund under section 3012½ Revised Statutes. But in the cases in which protest was made, there was no appeal; and in cases in which there was neither protest nor appeal, it does not appear that there were such circumstances beyond the control of the agent of the line as would relieve him from the obligation to protest, and enable me to refund the tax under section 3013.

These objections to a refund concern only my power to order it, and do not affect the validity of the claim; and the necessity of making provision for its payment will be brought to the attention of the next Congress.

I have the honor to be, sir, your obedient servant,

B. H. BRISTOW,  
*Secretary.*

Hon. HAMILTON FISH,  
*Secretary of State.*

CUSTOM-HOUSE, NEW YORK,  
*Collector's Office, February 5, 1875.*

SIR: I have received Department's letter of the 26th ultimo, (1639, D. L.) relative to tonnage-duty heretofore paid upon the Norse steamers.

Inclosed herewith is a statement of the payments. Messrs. Funch, Edye & Co. are the responsible agents of the line. Protests were lodged as follows:

May 9, 1873, as to the Frithiof.

May 28, 1873, as to the H. Adelsteen.

July 16, 1873, as to the K. Sverre.

No other protest has been found.

Very respectfully, yours,

C. P. CLINCH,  
*Assistant Collector.*

Hon. B. H. BRISTOW,  
*Secretary of the Treasury.*

*Statement of tonnage-duty paid on Norse-American steamers, as appears by the record in cashier's department.*

July 24, 1871, St. Olaf, on entering.....	1,200	\$360 00
August 1, 1871, St. Olaf, on clearing.....	754	226 20
September 10, 1872, St. Olaf, on entering.....	1,954	586 20
October 20, 1873, St. Olaf, on entering.....	1,954	586 20
May 23, 1872, Peter Jebsen, on entering.....	900	270 00
August 2, 1872, Peter Jebsen, on clearing.....	348	104 40

June 26, 1873, Peter, Jebson, on entering.....	1,248	\$374 40
May 6, 1873, Fridtjof, on entering.....	800	240 00
May 19, 1873, Fridtjof, on clearing.....	290	87 00
May 20, 1873, Haken Adelsteen, on entering.....	1,400	420 00
May 29, 1873, Haken Adelsteen, on clearing.....	17	5 10
July 8, 1874, Haken Adelsteen, on entering.....	1,417	425 10
July 16, 1873, King Sverre, on entering.....	2,200	660 00
July 22, 1873, King Sverre, on clearing.....	212	63 60
August 13, 1874, King Sverre, on entering.....	2,412	723 60
July 25, 1872, Harald Haarfager, on entering.....	1,345	403 50
August 10, 1872, Harald Haarfager, on clearing.....	848	254 40
August 23, 1873, Harald Haarfager, on entering.....	2,193	657 90
Total.....		6,447 60

*Treaties referred to in letter of the State Department of August 31, 1874.*

ARTICLE IV OF THE TREATY WITH BELGIUM OF JULY 17, 1838.

Steam-vessels of the United States and of Belgium engaged in regular navigation between the United States and Belgium shall be exempt in both countries from the payment of duties of tonnage, anchorage, buoys, and light-houses.

ARTICLE II OF THE TREATY WITH SWEDEN OF 1783.

The King and the United States engage mutually not to grant hereafter any particular favor to other nations in respect to commerce and navigation which shall not immediately become common to the other party, who shall enjoy the same favor freely, if the concession was freely made, or on allowing the same compensation, if the concession was conditional.

ARTICLE VIII OF THE TREATY OF SWEDEN AND NORWAY OF 1827.

The two high contracting parties engage not to impose upon the navigation between their respective territories, in the vessels of either, any tonnage or other duties, of any kind or denomination, which shall be higher or other than those which shall be imposed on any other navigation, except that which they have reserved to themselves, respectively, by the sixth article of the present treaty.

ARTICLE XVII OF THE TREATY WITH SWEDEN AND NORWAY OF 1827.

The second, fifth, sixth, seventh, eighth, ninth, tenth, eleventh, twelfth, thirteenth, fourteenth, fifteenth, sixteenth, seventeenth, eighteenth, nineteenth, twenty-first, twenty-second, twenty-third, and twenty-fifth articles of the treaty of amity and commerce concluded at Paris on the third of April, one thousand seven hundred and eighty-three, by the plenipotentiaries of the United States of America and of His Majesty the King of Sweden, together with the first, second, fourth, and fifth separate articles, signed on the same day by the same plenipotentiaries, are revived, and made applicable to all the countries under the dominion of the present high contracting parties, and shall have the same force and value as if they were inserted in the context of the present treaty; it being understood that the stipulations contained in the articles above cited shall always be considered as in no manner affecting the conventions concluded by either party with other nations during the interval between the expiration of the said treaty of one thousand seven hundred eighty-three and the revival of said articles by the treaty of commerce and navigation concluded at Stockholm by the present high contracting parties on the fourth of September, one thousand eight hundred and sixteen.

UNITED STATES CONVICTS.

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LETTER

FROM

THE ATTORNEY-GENERAL,

TRANSMITTING,

*In response to a resolution of the House passed December 17, 1875, copy of a letter of the First Comptroller of the Treasury, giving a statement of number of convicts held in State prisons by authority of the United States, and the annual expense of keeping the same.*

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JANUARY 12, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

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DEPARTMENT OF JUSTICE,  
*Washington, January 6, 1876.*

SIR: In response to the resolution of the House of Representatives passed on December 17, 1875, I have the honor to transmit herewith a copy of a letter addressed to me by the First Comptroller of the Treasury, giving an approximate statement of the number of convicts held in State prisons by authority of the United States, and the annual expense of keeping them. There is no record in this Department of the persons imprisoned by authority of the United States, or their number; nor are the accounts for keeping them of superintendents or wardens of State penitentiaries and prisons kept at this Department. Hence the necessity of applying to the Treasury for this information.

Very respectfully, your obedient servant,

EDWARDS PIERREPONT,  
*Attorney-General.*

The SPEAKER of the House of Representatives.

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TREASURY DEPARTMENT,  
FIRST COMPTROLLER'S OFFICE,  
*Washington, D. C., January 5, 1876.*

SIR: Referring to letter of 20th ultimo, from the Acting Attorney-General, Hon. S. F. Phillips, and the resolution of the House of Representatives to which it relates, I have the honor to state, in answer

thereto, that the number of prisoners held by authority of the United States Government in the different State prisons varies almost daily, and hence the annual expense of keeping the same cannot be accurately given. Nor can I furnish information relative to prisoners convicted in military courts-martial, as accounts for keeping such prisoners are not rendered to this Office, but to the War Department. The statement hereto annexed contains the best answer that this Office can give to the resolution. From States not named in this statement convicts are removed to and confined in the prisons at Albany, Detroit, Leavenworth, or some other place in the States which are named, so that all the convicts from all the States are included in the numbers given, so far as known to this Office.

Very respectfully, your obedient servant,

R. W. TAYLER,  
Comptroller.

Hon. EDWARDS PIERREPONT,  
Attorney-General.

*Approximate statement of the number of convicts held in State prisons by authority of the United States circuit and district courts, and the annual expense of keeping said convicts, omitting fractions.*

States.	Average number of convicts one year.	Annual expenses.	Average annual expenses of each.
Arkansas .....	38	\$10,656 50	\$280 43
California .....	5	1,825 00	365 00
Connecticut .....	12	1,587 86	132 32
Indiana .....	8	1,133 11	141 63
Illinois .....	9	1,784 80	198 31
Iowa .....	19	4,016 00	211 37
Kansas .....	16	2,944 00	184 00
Kentucky .....	9	2,065 50	229 50
Louisiana .....	5	821 00	164 20
Maryland .....	5	725 67	145 13
Massachusetts .....	5	852 54	170 50
Michigan State prison .....	14	2,585 00	184 63
Michigan house of correction .....	11	769 33	69 94
Minnesota .....	4	781 67	195 41
Missouri .....	12	3,020 52	251 71
New York, Kings County prison .....	67	12,820 00	191 34
New York, Albany penitentiary .....	150	10,728 39	69 21
Ohio .....	16	3,002 18	187 63
Oregon .....	9	3,638 86	404 31
Pennsylvania, Pittsburgh prison .....	30	5,648 30	188 27
Pennsylvania, Philadelphia prison .....	17	2,629 70	154 68
Wisconsin .....	6	1,280 31	213 28

SCHEDULE OF CLAIMS ALLOWED.

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LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

*In compliance with second section of act of Congress of June 16, 1874, a schedule of 355 claims arising under act of July 4, 1864, examined and allowed.*

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JANUARY 12, 1876.—Referred to the Committee on Claims and ordered to be printed.

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TREASURY DEPARTMENT,  
Washington, D. C., January 6, 1876.

SIR: In compliance with the second section of the act of Congress approved June 16, 1874, I transmit herewith a schedule of 355 claims arising under the act of July 4, 1864, examined and allowed by the proper accounting officers since December 7, 1874, amounting to one hundred and fifty-eight thousand five hundred and forty-eight dollars and ten cents, (\$158,548.10.)

Very respectfully,

B. H. BRISTOW,  
Secretary.

Hon. M. C. KERR,  
Speaker House of Representatives.

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TREASURY DEPARTMENT,  
THIRD AUDITOR'S OFFICE,  
December 7, 1875.

SIR: I have the honor to transmit the papers in 355 cases, aggregating \$158,548.10, which have been examined and allowed by the accounting officers of the Treasury, under the provisions of the act of July 4, 1864, since the submission of my report dated December 7, 1874.

These papers are transmitted that you may take such action in respect to the same as, in your opinion, is required by the second section of the act of Congress approved June 16, 1874, entitled "An act making appropriations for the support of the Army for the fiscal year ending June 30, 1874, and for other purposes."

I most respectfully call your attention to the fact that the claims allowed under the provisions of the said act, by the accounting officers of the Treasury, prior to December 7, 1874, and which you transmitted to Congress, December 31, 1874, are still in the custody of the clerk of the Committee on War-Claims of the late House of Representatives, the bill providing for their allowance having passed the House and failed in the Senate; and I respectfully request that you will take such steps as you may deem necessary to bring the said claims to the attention of the present Congress, in connection with those now transmitted.

I am, sir, most respectfully, your obedient servant,

ALLAN RUTHERFORD,

*Auditor.*

HON. B. H. BRIETOW,

*Secretary of the Treasury.*

*Claims under act of July 4, 1864, allowed by Third Auditor and Second Comptroller.*

Antanacio and Antonio Abeite, Socorro County, New Mexico.....	\$600 00
Charles R. Abbott, Fayette County, Tenn.....	240 83
Darwin J. Adkins, Clay County, Mo.....	250 00
Thomas G. Allison, Davidson County, Tenn.....	21 25
John F. Anderson, Franklin County, Tenn.....	159 00
Philip Anthony, jr., Wilson County, Tenn.....	400 00
Jackson Applegate and Joseph Booker, Clinton County, Ind.....	200 00
W. P. Ashby, Henry County, Ky.....	13 29
J. H. Atchley, Sevier County, Tenn.....	45 00
Clayborne W. Ault, Knox County, Tenn.....	723 50
John Bynum, Jackson County, Mo.....	125 00
Julia C. Bailly, executrix of the last will and testament of Sylvester Bailly, deceased, late of Shelby County, Tenn.....	350 00
Emily Beale, Washington County, D. C.....	79 33
Nathaniel Bird, Knox County, Tenn.....	115 75
Kinchen Burnett, Davidson County, Tenn.....	70 00
Lysander Ball, Lincoln County, Ky.....	12 75
Lambert Banta, Hart County, Ky.....	68 80
David Bassel, Harrison County, W. Va.....	200 00
David Beard, Wilson County, Tenn.....	175 00
Julius Bedoit, Kenton County, Ky.....	300 00
Daniel L. Bettis, Jefferson County, Tenn.....	148 60
Henry Biggs, Lafayette County, Tenn.....	1,325 03
John L. Black, Henry County, Ky.....	140 00
Samuel Black, Laurel County, Ky.....	150 00
Salome Boeger, Franklin County, Mo.....	44 00
James H. Boling, administrator of the estate of William Boling, deceased, late of Boyle County, Ky.....	3 00
V. S. Boisseau, administrator of P. H. Boisseau, deceased, late of Simpson County, Ky.....	150 00
G. L. Bourland, Hopkins County, Ky.....	140 00
Elias Bowman, Campbell County, Tenn.....	23 05
William H. Bowman, Montgomery County, Md.....	205 00
James S. Boyd, Knox County, Tenn.....	3,555 00
William Boyer, Washington County, Md.....	18 00
Charles Bradley, in his own right, and Charles Bradley, administrator of the estate of Caroline Magruder, deceased, Washington County, D. C.....	4,586 61
James Bradshaw, Christian County, Ky.....	125 00
William C. Brady, Cass County, Ill.....	135 00
William H. Branham, deceased, (estate,) late of Hardin County, Ky.....	120 00
James Brasel, Morgan County, Tenn.....	184 00
Frederick Brauer, Pettis County, Mo.....	75 00
Archibald Brittain, Knox County, Ky.....	13 00
Mary E. Brown, executrix of the last will and testament of Thomas Brown, deceased, late of Washington County, D. C.....	1,870 00
J. G. Bruton, administrator of the estate of R. T. Roberts, deceased, late of Boone County, Mo.....	110 00
Hardin Butler, Hart County, Ky.....	182 50
John Betris, Jefferson County, Tenn.....	38 00

## SCHEDULE OF CLAIMS ALLOWED.

3

S. D. Brooks, administrator of the estate of David L. Brooks, deceased, late of Bullitt County, Ky.....	\$140 00
E. W. Caldwell, Shelby County, Tenn.....	3,459 75
Moses Capps, administratrix of Allen Capps, deceased, late of Cumberland County, Ky.....	75 00
E. J. Carr, Memphis, Tenn.....	169 50
Nelson Carns, Knox County, Ky.....	3 00
Killinham Carns, Knox County, Ky.....	2 50
William Cash, Caldwell County, Ky.....	55 50
James Chambers, Washington County, Md.....	120 17
Abel Chaney, Pike County, Ky.....	250 00
James R. Chavoos, Robertson County, Tenn.....	312 50
Samuel W. Chinn & Co., Marion County, Mo.....	128 68
Joel B. Chitwood, Scott County, Tenn.....	152 00
George Chrisman, Berkeley County, W. Va.....	11 50
John H. Claggett, Washington County, Md.....	332 40
Z. S. Claggett, executor, and Mayberry C. Beeler, executrix, of the last will and testament of Peter Beeler, deceased, late of Washington County, Md.....	465 03
John A. Clark, Bullitt County, Ky.....	162 50
John Clendening, administrator of the estate of Sallie Frazier, deceased, late of Sumner County, Tenn.....	192 50
Green Cline, Vernon County, Mo.....	405 00
James P. Coleman, Warren County, Ky.....	4800 00
W. F. Coombs, Hardin County, Ky.....	115 50
Joseph A. Cooper, Campbell County, Tenn.....	155 00
William Cooper, Lee County, Iowa.....	270 00
Samuel E. Cottrell, administrator of the estate of David C. Cottrell, deceased, late of Claiborne County, Tenn.....	85 50
Wilkins Crawford, Ralls County, Mo.....	150 00
Joshua H. Crump, Hart County, Ky.....	200 00
Arnold Cunningham, Pendleton County, W. Va.....	145 00
Rollin L. Curtis, surviving partner of McLaughlin & Curtis, Washington County, Ohio.....	97 17
John E. Carson, Lincoln County, Ky.....	57 58
William R. Chitwood, Jefferson County, Kans.....	26 84
James Clift, Warren County, Tenn.....	30 00
George W. Corn, Franklin County, Tenn.....	196 87
Carter Dalton, Grainger County, Tenn.....	70 00
James A. Darwin, Rhea County, Tenn.....	43 00
Frances Davis, Harrison County, W. Va.....	125 00
Margaret A. and Joseph F. Davis, executrix and executor of the last will and testament of E. Davis, deceased, late of Washington County, Md.....	763 10
McKinney Dooley, Maury County, Tenn.....	665 00
J. W. Doherty and C. A. Boyd, administrators, with the will annexed, of Little Choate, deceased, late of Wayne County, Tenn.....	44 85
Alfred Dosett, Campbell County, Tenn.....	175 42
Edmund Duff, Barren County, Ky.....	113 00
Sallie A. Dunn, Garrard County, Ky.....	594 00
Henry Dickenson, Pendleton County, W. Va., for quartermasters' stores, \$345.00; and for commissary stores, \$171.00; amount.....	519 00
Henry C. Dickenson, Lee County, Ky., \$31.92 for quartermasters' stores; and \$58.06 for commissary stores; total.....	89 98
Jacob Eakle, Washington County, Md.....	559 00
G. S. Early, Pulaski County, Ky.....	957 88
James F. Edwards, administrator of Thomas B. English, deceased, late of Cape Girardeau County, Mo.....	63 00
Elden & Walter, Franklin County, Pa.....	283 00
Benjamin Emmert, Rowan County, N. C., formerly of Washington County, Md.....	396 21
Henry Enders, McCracken County, Ky.....	1,056 36
Andrew J. Eyler, Washington County, Md.....	395 00
William C. Ezell, Davidson County, Tenn.....	38 40
William Ewing, Ohio County, W. Va.....	40 25
Payton G. Edwards, Todd County, Ky.....	270 00
H. V. Faris, administrator of Irwin Faris, deceased, late of Saline County, Kans.....	538 00
Alexander Feely, E. H. Wheeler, and H. E. Hiler, Bates County, Mo.....	1,115 00
S. J. Felty, (should be Feltz,) Adams County, Pa.....	22 89
Jacob Fisher, Smith County, Tenn.....	115 00
Robert Floyd and George Anderson, partners, trading under the name of Floyd & Anderson, Jefferson County, Ky.....	



Hanning Foggy, Randolph County, W. Va.....	\$220 00
Martin Ford, Carroll County, Ky.....	100 00
Edward Francis, Marion County, Tenn.....	247 25
Eliza Fisher, Montgomery County, Md., for quartermaster's stores, \$1,143; and for commissary stores, \$372; amount.....	1,515 00
John R. Gaines, Monroe County, Tenn.....	40 20
Michael Gallaher, Humphreys County, Tenn.....	273 60
H. R. & H. W. Gardner, administrators of the estate of J. H. Gardner, de- ceased, late of Estill County, Ky.....	210 00
John Garman, Cumberland County, Ky.....	6 50
William J. George, Floyd County, Ky.....	1,093 20
John Gilliland, Jefferson County, Ky.....	80 00
James W. Gleaves, Wilson County, Tenn.....	100 00
Levi Glenn, Hamilton County, Ill.....	145 00
J. F. Gracy, Maury County, Tenn.....	120 00
John Graham, McNairy County, Tenn.....	43 05
John H. Graham, president of the Knob City Land Company, Jefferson County, Ky.....	1,600 00
Peter Gray, Washington County, Md.....	15 00
Beal Greene, Jackson County, Mo.....	630 00
James M. Grace, McCracken County, Ky.....	5,950 00
William M. Gaines, Lauderdale County, Tenn.....	140 00
Josiah H. Green, administrator of the estate of Barbara A. Green, deceased, late of Washington County, Md.....	309 20
Catherine Haessig, administratrix of the estate of F. Haessig, deceased, late of McCracken County, Ky.....	140 00
Jacob Hackney, Laurel County, Ky.....	21 37
A. H. Hager, Washington County, Md.....	415 00
David C. Hammond and S. Armstrong, Washington County, Md.....	398 75
James Hampton, Harrison County, Mo.....	100 00
Lewis Hanauer, Shelby County, Tenn.....	500 00
Calvin Hardy, Linn County, Kans.....	132 00
James F. Harrell, McDonald County, Mo.....	30 00
Thomas H. Harrington, Montgomery County, Md.....	334 00
Newitt Harris, Fayette County, Tenn.....	1,752 50
Fayette Harrison, McCracken County, Ky.....	100 00
Catherine Hart, wife of Elmer Hart, Harrison County, W. Va.....	125 00
Thomas Hartman, administrator of the estate of John Hartman, deceased, late of Hamilton County, Tenn.....	300 00
William S. Haynes, Marion County, Tenn.....	487 50
John Heeter, Montgomery County, Md.....	77 70
John Heeter, Montgomery County, Md., (supplemental allowance).....	168 00
David Hedrick, Greenbrier County, W. Va.....	1,174 00
Cynthia Hedrick, Pendleton County, W. Va.....	108 75
John Hefebower, Washington County, Md.....	10 00
Joseph P. Helm, Lawrence County, Mo.....	17 50
Henderson Fair Company, Henderson County, Ky.....	6,216 00
Samuel Henry, Jefferson County, Tenn.....	271 00
Robert F. Hiett, administrator of the estate of Isaac Vanosdall, deceased, late of Hampshire County, W. Va.....	150 00
J. W. Hill, Tipton County, Tenn.....	220 00
William M. Hill, administrator, and Henrietta Hill, administratrix, of David Spong, deceased, late of Washington County, Md.....	85 62
Henry Hinchey, Jefferson County, Tenn.....	110 00
A. B. Holliday, Franklin County, Tenn.....	75 00
Henry Hottman, Kenton County, Ky., (supplemental to settlement No. 5921).....	278 00
James Houk, Rockcastle County, Ky.....	75 00
Elijah Huffman, executor of the last will and testament of George High, of John, deceased, late of Hampshire County, W. Va.....	200 00
Liter Humphreys, Jefferson County, Ky.....	32 50
Malcolm Hunter, Wright County, Mo.....	8 00
S. G. K. Hunter, administrator of the estate of Thomas Hunter, deceased, late of Montgomery County, Md.....	2,157 50
William Hughes, Hamilton County, Tenn.....	340 00
James Haggard, administrator of the estate of Albert Capps, deceased, late of Cumberland County, Ky.....	70 00
Jonathan Jackson, Hamilton County, Tenn.....	48 00
Shelton B. Jeffries, Hardin County, Ky.....	100 00

Zadoc Joliff, Marion County, W. Va.....	\$410 00
Lucy A. Johns, Lawrence County, Ky.....	500 00
Hillory S. Johnson, La Rue County, Ky.....	130 00
Leonidas Jones, Montgomery County, Md.....	1,679 05
Magdalena Jones, Washington County, Md.....	147 20
Richard W. Jones, Montgomery County, Md.....	100 00
Willie B. Jones, Fayette County, Tenn.....	8,141 75
J. S. Jordan, administrator of the estate of T. F. Smith, deceased, late of Barren County, Ky.....	150 00
John Killian, Laurel County, Ky.....	10 00
John A. Kindrick, Pulaski County, Ky.....	25 00
A. C. King, Whitley County, Ky.....	446 82
George G. King, Washington County, Tenn.....	912 50
Jonas L. King, Polk County, Mo.....	90 00
William T. King, Whitley County, Ky.....	225 60
Jacob Knafe, Washington County, Md.....	125 20
Samuel Kimsey, Jackson County, Mo.....	4 00
Ellen J. King, executrix of the last will and testament of J. H. King, deceased, late of Washington County, D. C.....	735 25
Miles Kelly, Warren County, Ky.....	4,856 50
John Krider, Fayette County, Tenn.....	825 00
Lewis G. Kemp, Jefferson County, W. Va.....	96 25
Lafayette Square Association, Baltimore, Md.....	419 64
Joseph Laing, Alleghany County, Md.....	225 75
Leaty Lambdin, administratrix of the estate of Samuel Lambdin, deceased, late of Union County, Tenn.....	115 00
George W. Lawson, Whitley County, Ky.....	5 20
J. P. Lively, Warren County, Tenn.....	50 00
Thomas A. Lockhart, Simpson County, Tenn.....	130 00
Elizabeth Long, Mineral County, W. Va.....	130 50
A. F. Longmiller, Franklin County, Tenn.....	75 00
Frances Ludington, Greenbrier County, W. Va.....	105 00
B. H. Lurty, Harrison County, W. Va.....	250 00
Norman Lackland, Audrain County, Mo.....	375 00
David Lyons, Franklin County, Tenn.....	293 00
L. F. McAleer, Hampshire County, W. Va.....	4,919 67
J. H. McClellan, Memphis, Tenn.....	5,311 00
David McCord, Christian County, Ky.....	36 00
Alexander McCormick, Washington County, D. C.....	297 50
Thomas McCulloch, Wilson County, Tenn.....	855 00
James W. McElwain, Webster County, Mo.....	682 00
Emma C. McGhee, administratrix of Andrew J. McGee, deceased, late of White County, Ill.....	139 50
Malcolm McNabb, Cocke County, Tenn.....	150 00
F. P. McNew, Campbell County, Tenn.....	182 80
Arther McTee, Knox County, Ky.....	81 00
J. S. Maddox, Warren County, Tenn.....	62 90
Buckner W. Matthews, Dickson County, Tenn.....	125 00
Carlton Mathis, Gibson County, Tenn.....	40 00
Valentine Mattox, Sevier County, Tenn.....	75 19
William Massey, Greene County, Mo.....	428 00
Henry Mayes, Monroe County, Tenn.....	210 00
P. H. Mayhall, Franklin County, Ky.....	32 50
James G. Moore, executor of the last will and testament of Statira Moore, deceased, Shelby County, Tenn.....	7,775 00
Jesse Moore, Washington County, Md.....	115 00
Samuel Moore, Anderson County, Tenn.....	13 50
V. V. Moore and J. J. Sharp, executors of the last will and testament of R. R. Moore, deceased, late of Fayette County, Tenn.....	740 00
William Moore, Robertson County, Tenn.....	186 00
William Moore, Hawkins County, Tenn.....	250 00
John Moris, Christian County, Ky.....	145 00
William J. Morrow, Macon County, Mo.....	160 00
John Mort, Jefferson County, Tenn.....	236 75
Allen J. Moses, Greenbrier County, W. Va.....	22 96
George W. Mabry, Knox County, Tenn.....	159 20
D. D. McFall, Maury County, Tenn.....	70 00
Evander McIver, executor of the last will and testament of Daniel Graham, deceased, late of Davidson County, Tenn.....	985 49
William Manning, Smith County, Tenn.....	125 00
Jacob F. Miller, Washington County, Md.....	778 25

## SCHEDULE OF CLAIMS ALLOWED.

Patsey Montgomery, Hamilton County, Tenn.....	\$30 00
Thomas G. Neal, Shelby County, Tenn.....	150 00
Isaac M. Newman, Jefferson County, Tenn.....	245 00
John C. Newman, Jefferson County, Tenn.....	322 50
John R. Norton, Georgetown, D. C.....	200 00
William Nuckolls, Hardeman County, Tenn.....	6, 977 24
John Otto, Washington County, Md.....	893 85
W. F. Owsley, Cumberland County, Ky.....	200 00
William W. Page, Adair County, Ky.....	116 50
W. B. Parker, Hopkins County, Ky.....	150 00
Emanuel Pfaff, Knox County, Ky.....	45 00
Annie R. Phillips, Bullitt County, Ky.....	2-0 00
Joseph M. Pilkington, Pettis County, Mo.....	342 00
Henry Piper, Washington County, Md.....	913 00
Nannie B. Prather, Mercer County, Ky.....	636 00
S. T. Price, Grant County, Ky.....	150 00
Garrett Parsons, Marion County, Ky.....	216 00
Allen Parker, Hamilton County, Tenn.....	1, 460 00
Samuel Queen, Charles County, Md.....	300 00
Madison Raines, Knox County, Ky.....	41 00
Alexander Ramsey, Hardeman County, Tenn.....	412 00
Nancy Ramsey, and Nancy Ramsey, administratrix of the estate of Freeman Ramsey, deceased, Taylor County, Ky.....	343 00
Austin Reid, Laurel County, Ky.....	150 00
Camden Riley, administrator of the estate of John Hathaway, deceased, late of Daviess County, Ky.....	210 00
J. H. Ritchie, Cumberland County, Ky.....	86 49
Joshua A. Ritchie, Washington County, D. C.....	115 50
Thomas Robert, Hamilton County, Tenn.....	1, 050 00
Lawrence Roberts, Boone County, Ky.....	155 00
Ann S. Robertson, Montgomery County, Md.....	372 00
Henry B. Rohrbach, Washington County, Md.....	1, 527 74
Henry Ross, Jefferson County, Kansas.....	173 04
C. B. L. Rowland, Wayne County, Mo.....	175 26
Alexander Ramage, Maury County, Tenn.....	80 00
Carroll B. Rush, Lauderdale County, Tenn.....	115 00
William Ryland, Randolph County, Mo.....	55 12
Mary A. Robinson, administratrix of the estate of A. B. Robinson, deceased, late of Clair County, Mo.....	100 00
Alec A. Razor, Madison County, Mo.....	12 50
R. D. Salmons, Simpson County, Ky.....	84 00
Jacob Schickner, Kenton County, Ky.....	25 00
Lavinia Schindell, Washington County, Md. (Supplemental allowance).....	375 00
John Seism, Stoddard County, Mo.....	30 56
William B. Scott, Hamilton County, Tenn.....	95 62
B. F. Shafer, Washington County, Md.....	143 00
Henry Shamel, Washington County, Md.....	60 00
Christian Sharp, Claiborne County, Tenn.....	71 25
Benjamin Sherley, administrator of the estate of George A. Estes, deceased, late of Metcalf County, Ky.....	100 00
Alfred Showman, Washington County, Md.....	1, 206 00
Charles W. Shreve, Montgomery County, Md.....	2, 242 50
A. K. Sittington, Lafayette County, Mo.....	60 00
Levi Slagle, Carter County, Tenn.....	90 00
Richard and James Sloane, surviving partners of the firm of George Sloane & Brothers, Mineral County, W. Va.....	46 00
John L. Smith, Wood County, W. Va.....	140 00
Lucy Smith, Rockcastle County, Ky.....	26 25
Mary V. B. Smith, New York City, N. Y.....	1, 730 00
Robert S. Smith, Cumberland County, Ky.....	70 00
B. M. D. Snyder, Hardin County, Ky.....	115 00
Susan A. Spielman, Washington County, Md.....	548 75
D. G. Stark, Warren County, Ky.....	616 20
Jacob W. Stalnaker, Randolph County, W. Va.....	1, 497 60
Lewis H. Steiner, Frederick County, Md.....	292 60
James A. Stewart, Chariton County, Mo.....	100 00
Christian Slotter, Washington County, Md.....	135 00
William B. Stump, Hampshire County, W. Va.....	641 25
James C. Symson, Taylor County, Ky.....	25 00
George R. Smith, Pettis County, Mo.....	150 00
Michael Spilane, Baltimore, Md.....	40 62

Maria L. Swann, executrix of the last will and testament of Edward Swann, deceased, late of Baltimore, Md.....	\$1, 155 00
William B. Stump, Hampshire County, W. Va.....	384 00
George Shafer, Frederick County, Md.....	157 35
W. Thos. Smedley, of Marshall County, formerly of McCracken County, Ky.....	960 00
Irwin H. Taffe, Shelby County, Tenn.....	900 00
F. W. Talbott, Clinton County, Ky.....	45 90
John J. Taylor, Marion County, Ky.....	233 00
Jacob Tarwater, Knox County, Tenn.....	90 00
Christian Tenfel, administrator of the estate of Joseph Tenfel, deceased, late of Shelby County, Tenn.....	260 00
R. Thornburgh, administrator of the estate of Augustine Gooch, deceased, late of Grainger County, Tenn.....	127 50
A. B. Thornton, Cole County, Mo.....	160 00
W. S. Thornton, administrator of the estate of W. H. Thornton, deceased, late of Fayette County, Tenn.....	150 00
Abner and Montrey Thurman, Warren County, Mo.....	375 50
William B. Toler, Madison County, Mo.....	90 00
Richard T. Tubman, Charles County, Md.....	49 25
Joseph Tuck, Greene County, Mo.....	100 00
John H. Tucker, Harrison County, Ky.....	495 00
The heirs-at-law of Thomas Tittsworth, deceased, late of Jefferson County, Tenn.....	707 16
James Vance, Jefferson County, Tenn.....	172 00
Fielding Vaughn, Greene County, Ky.....	79 75
Delila Wagoner, Cumberland County, Ky.....	250 00
Samuel Wagoner, Washington County, Md.....	1, 021 00
Betty Walker, Raleigh County, W. Va.....	492 50
Nancy Walker, Knox County, Ky.....	3 00
Thomas Waters, Jackson County, Mo.....	637 50
William Watkins, of "A," Montgomery County, Md.....	55 65
William Webb, Clay County, Ky.....	25 00
Jesse Webster, Hawkins County, Tenn.....	59 20
William Wells, jr., Barren County, Ky.....	250 00
A. Werninger, Harrison County, W. Va.....	1, 023 19
John West, Pulaski County, Ky.....	51 00
Joseph West, Grainger County, Tenn.....	125 00
Edward W. Wilson, (now) Grayson County, Tex.....	6 00
Harmon K. Wilson, Knox County, Ky.....	85 00
Henry T. Wilson, Bourbon County, Ky.....	130 00
William M. Wilson, Obion County, Tenn.....	220 00
Lewis Williams, deceased, (estate,) late of Davidson County, Tenn.....	907 50
Lewis E. Williams, Knox County, Tenn.....	96 75
A. J. Williams, Saint Francis County, Mo.....	140 00
Barnet Williams, Washington County, Ky.....	100 00
Jacob J. Williams, Rockcastle County, Ky.....	67 50
Lemuel A. Williams, Barren County, Ky.....	40 00
Charles M. Whitaker, Harrison County, Ky.....	150 00
Mary Whipple, Jefferson County, Ky.....	75 00
Henry Wetter, Shelby County, Tenn.....	700 00
E. M. H. Wright, Wilson County, Tenn.....	250 00
David Wolf, Washington County, Md.....	180 00
Bassel Wolf, administrator of the estate of P. H. Wolf, deceased, late of Harrison County, W. Va.....	125 00
Andrew C. Woolley, Stone County, Mo.....	120 00
Joseph Worley, Hamblen County, Tenn.....	228 00
William M. Winlock, Barren County, Ky.....	530 00
Benjamin Witmer, Washington County, Md.....	20 00
Ira L. Wood, Madison County, Mo.....	155 00
William Woodcock, Pulaski County, Ky.....	39 25
John B. Woods, Lawrence County, Mo.....	20 72
William S. Wilson, Shelby County, Tenn.....	510 00
T. H. Williamson, administrator of the estate of H. G. Williamson, deceased, late of Davidson County, Tenn.....	36 05
Broni West, Boyle County, Ky.....	490 00
J. H. Younger, Christian County, Ky.....	150 00
John Zimmerman, Washington County, Md.....	38 25



OFFICERS ON ACTIVE LIST OF NAVY OR MARINE CORPS.

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LETTER

FROM

THE SECRETARY OF THE NAVY,

IN RESPONSE TO

*A resolution of inquiry, adopted by the House on the 5th instant, as to whether there are in the Navy or Marine Corps any officers over the age of sixty-two.*

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JANUARY 13, 1876.—Referred to the Committee on Naval Affairs and ordered to be printed.

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NAVY DEPARTMENT,  
January 12, 1876.

SIR: In answer to the resolution of the House of Representatives of the 5th instant, requesting the Secretary of the Navy "to inform this House whether there are any officers of the Navy or Marine Corps over the age of sixty-two years still retained on the active list, and, if so, why they have not been retired, as have been other officers of the same services," I have the honor to state that there is no officer of the Navy now on the active list who appears by the records of this Department to be "over the age of sixty-two years;" that the only officer of the Marine Corps "over the age of sixty-two years" is its commandant, Brigadier-General Zeilin; that he has not been retired because commissioned officers of the Marine Corps are subject to be retired on account of age only at the discretion of the President of the United States, and the President has not in his discretion seen fit to retire him for that reason.

Very respectfully,

GEO. M. ROBESON,  
*Secretary of the Navy.*

Hon. M. C. KERR,  
*Speaker of the House of Representatives,*  
Washington, D. C.



NAMES OF CLERKS AND EMPLOYÉS IN STATE DEPARTMENT.

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LETTER

FROM

THE SECRETARY OF STATE,

TRANSMITTING,

*In compliance with section 194 of the Revised Statutes, the names of clerks and others employed in the Department or any of its offices during the year 1875, with the time each was actually employed and the sum paid to each.*

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JANUARY 13, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

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DEPARTMENT OF STATE,  
Washington, January 5, 1876.

SIR: In compliance with section 194 of the Revised Statutes, I have the honor to report as follows: "The names of the clerks and all persons employed in the Department of State, or any of its offices during the year 1875, with the time each was actually employed and the sum paid to each."

And I have further to add that the persons hereinafter named have all been usefully employed; that the services of none now employed can be dispensed with, nor is the removal of any and the appointment of others required for the better dispatch of business.

I have the honor to be, sir, your obedient servant,

HAMILTON FISH.

Hon. MICHAEL C. KERR,  
*Speaker of the House of Representatives.*



*Names of clerks and employés in State Department.*

Names.	Capacity.	Time employed.	Amount.
Sevellon A. Brown	Chief clerk	12 months	\$2,500 00
Robert C. Morgan	Chief bureau accounts	do	2,400 00
John H. Haswell	Chief bureau indexes	do	2,400 00
Arthur B. Wood	Chief consular bureau	do	2,400 00
Charles Payson	Chief bureau statistics	do	2,400 00
Ferdinand Jefferson	Chief bureau rolls, &c	do	2,400 00
Henry D. J. Pratt	Chief diplomatic bureau	7 months 7 days	1,447 70
Henry L. Thomas	Translator	12 months	2,100 00
Edward Haywood	Clerk	do	1,800 00
George Bartle	do	do	1,800 00
George L. Berdan	do	do	1,800 00
John P. Polk	do	do	1,800 00
Alexander H. Clements	do	do	1,800 00
Dwight T. Reed	do	do	1,800 00
Francis O. St. Clair	do	do	1,800 00
Newton Benedict	do	do	1,800 00
John W. Russell	do	do	1,800 00
Samuel Kendrick	do	do	1,800 00
John J. Chew	do	do	1,800 00
Theodore F. Dwight	do	7 months	998 90
Thomas Morrison	do	12 months	1,800 00
Frederick Korte	do	do	1,600 00
Prosper L. Schücking	do	do	1,600 00
Joseph S. J. Eaton	do	do	1,600 00
Henry P. Randolph	do	do	1,600 00
Joseph M. Carleton	do	do	1,600 00
Charles McCarthy	do	do	1,300 00
James R. O'Bryon	do	do	1,300 00
Hugh McGraw	do	do	1,300 00
James H. Colgate	do	do	1,300 00
Philip Carroll	do	do	1,300 00
Michael Scanlan	do	do	1,300 00
James H. Smith	do	do	1,300 00
Francis J. Klockhoefer	do	do	1,300 00
Henry T. Ash	do	do	1,050 00
T. John Newton	do	do	1,050 00
William A. Van Duzer	do	5 months 8 days	524 99
Henry W. Moore	do	12 months	900 00
Thomas Griffin	do	do	900 00
Mary Murkoe	do	do	900 00
Sue Hamilton Owen	do	do	900 00
Charlotte L. Adams	do	do	900 00
Kate Goodall	do	do	900 00
Nellie M. Joselyn	do	do	900 00
Frank P. Hastings	do	do	900 00
Samuel Birdsall	do	11 months 7 days	841 32
Joseph H. Adams	do	12 months	900 00
Legare Phenix	do	5 months 8 days	393 77
Frank C. Zimmerman	do	3 months	225 00
Thomas W. Cridler	do	do	225 00
Charles I. Rider	do	5 months 8 days	326 63
George McClelland	Chief engineer	6 months	600 00
Charles E. Key	Assistant engineer	5 months 10 days	442 93
William H. A-kew	do	21 days	57 07
Robert Hamilton	Superintendent of watch	6 months	500 00
William Gwin	Messenger	12 months	840 00
Levi Loomis	Assistant messenger	do	720 00
John Butler	Laborer	do	720 00
George Wohlforth	do	do	720 00
Henry W. Freeman	do	do	720 00
Luke Karney	do	do	720 00
Henry Jarvis	do	do	720 00
Louis Beauregard	do	do	720 00
Edward A. Savoy	do	do	720 00
Eugene B. McSwyny	do	do	720 00
John T. Wright	do	6 months	360 00
Russell Boyd	do	do	360 00
John A. Simms, Jr	do	do	360 00
Emmett Burwell	do	do	360 00
Andrew Greene	do	do	360 00
Francis P. Burke	do	5 months 13 days	324 83
John T. Johnson	do	6 months	360 00
Frank C. Graves	do	3 months 10 days	199 57
Elias Richards	do	24 days	48 96
Joseph Smallwood	Fireman	12 months	720 00
Jeremiah J. Brosnan	do	3 months 10 days	199 57
Monroe Fauntleroy	do	do	199 57
Patrick Farquhar	do	3 months	180 00
James Williamson	Watchman	12 months	720 00
Nicholas Caffrey	do	do	720 00

*Names of clerks and employés in State Department—Continued.*

Names.	Capacity.	Time employed.	Amount.
Walter Scott.....	Watchman .....	12 months .....	\$720 00
Ignatz Kraus.....	do.....	do.....	720 00
William M. Jones.....	do.....	6 months .....	360 00
Peter Hughes.....	do.....	do.....	360 00
Richard Stevenson .....	do.....	do.....	360 00
John Donnelly.....	do.....	do.....	360 00
Robert Wilson .....	do.....	do.....	360 00
Thomas Toner.....	Conductor of elevator.....	do.....	360 00
John H. Wallace .....	Fireman .....	3 months .....	180 00
Frederick D. Sharp.....	Clerk.....	6 months 22 days .....	503 80
James A. Barr .....	Lithographer .....	12 months .....	1,200 00
Radcliffe Baldwin .....	United States dispatch-agent.....	do.....	1,000 00
Jonathan Amory.....	do.....	do.....	400 00
B. F. Stevens .....	do.....	do.....	2,000 00
Thomas Taylor .....	do.....	do.....	800 00
Edward Robinson .....	do.....	do.....	750 00
Edward M. Hinds .....	Clerk.....	2 months .....	196 70



LOUISVILLE AND PORTLAND CANAL COMPANY.

LETTER

FROM

THE CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING,

*In compliance with the provisions of the act of May 11, 1874, a report of Maj. G. Weitzel, Corps of Engineers, showing the receipts and expenditures for the year ending December 31, 1875, of the Louisville and Portland Canal Company.*

JANUARY 18, 1876.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT, January 13, 1876.

The chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the House of Representatives, in compliance with requirements of the act of May 11, 1874, "providing for the payment of the bonds of the Louisville and Portland Canal Company," report of Maj. Godfrey Weitzel, Corps of Engineers, on the superintendence and management, and showing the receipts and expenditures of the canal for the calendar year ending December 31, 1875, and letter of the Chief of Engineers submitting the same.

H. T. CROSBY,  
Chief Clerk.

OFFICE OF THE CHIEF OF ENGINEERS,  
Washington, D. C., January 11, 1876.

SIR: To comply with the requirements of the act of May 11, 1874, "providing for the payment of the bonds of the Louisville and Portland Canal Company," I beg leave to submit a copy of the report of Maj. G. Weitzel, Corps of Engineers, on the superintendence and management, and showing the receipts and expenditures, of the canal for the calendar year ending December 31, 1875.

During the year, the Ohio River being for the most part in good boating-stage, the receipts of the canal exceeded the expenditures in the sum of \$20,416.13.

An appropriation of \$50,000, either absolute or as a loan to be repaid from the earnings, is again recommended by Major Weitzel, to enable him to provide for necessary repairs and contingencies consequent upon the use and working of the canal.

Major Weitzel recommends that the present rate of tolls remain unchanged during the year, excepting that barges which paid toll when loaded shall only pay 5 cents per ton when empty on the return trip. He also urges the importance of the passage of a law by Congress for the government of the canal, which will embody the rules and regulations recommended by his assistant, Captain Mackenzie.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,

*Brigadier-General and Chief of Engineers.*

Hon. W. W. BELKNAP,  
*Secretary of War.*

SUPERINTENDENCE, MANAGEMENT, AND REPAIR OF THE LOUISVILLE AND  
PORTLAND CANAL, FOR THE YEAR ENDING DECEMBER 31, 1875.

UNITED STATES ENGINEER OFFICE,  
*Detroit, Mich., January 1, 1876.*

GENERAL: In accordance with your instructions, and to enable the honorable Secretary of War to comply with the provisions of section 3 of the act of Congress approved May 11, 1874, entitled, "An act providing for the payment of the bonds of the Louisville and Portland Canal Company," I have the honor to submit the following report on the superintendence, management, and repair of the Louisville and Portland Canal for the calendar year ending December 31, 1875.

At the risk of repeating almost everything that was said by me in my reports on this subject, dated respectively January 1 and June 30, 1875, and which are printed in the annual report of the Chief of Engineers for 1875, as Appendix Q<sub>2</sub>, I directed my assistant in immediate charge of the work, Capt. A. Mackenzie, Corps of Engineers, to make a full and complete report on the subject, as if no previous report had been rendered. His report is annexed hereto, and forms a part of this. It is so complete that little remains to be said by me. It will be seen that the period from June 11, 1874, (the date on which the canal passed under the control of the Government,) until December 31, 1874, was an exceedingly bad one for navigation, and, correspondingly, for the revenues of the canal. The deficit during this period amounted to \$5,022.13. But during the past year the river has been almost continually at a good boating-stage, and the receipts exceeded the expenditures \$20,416.13. The receipts from June 11, 1874, to December 31, 1875, therefore exceed the expenditures by \$15,655.53.

From these facts it is evident that not having experience of average years, we are still unable to recommend fixed rules and rates of tolls, and we need the experience of one or two more years to do this.

The main thing which is needed on this canal is, to get the tow-boat, dredges, mud-scows, &c., that is to say, the *tools* with which the canal is operated, in first-class condition. It would have been economical to have done so a year ago, but Congress failed to act on the recommendation contained in my report of January 1, 1875, that the sum of \$50,000 be loaned the canal to do this; the loan to be repaid as soon as the revenues would permit it. As a consequence, we have been compelled to get along as well as we could, patching up here and there, and rebuilding only when we had the money to spare. In this way two new mud-scows have been built, the tow-boat is undergoing complete repairs, and the other tools have been kept in a partially serviceable condition.

I sincerely hope that the sum of \$50,000, as recommended a year ago, be loaned the canal, in order that we may at once place everything in good working-order. It will be economy for the canal, and will save the commerce of the river a great deal of delay and consequent loss.

As will be seen by Captain Mackenzie's report, the two greatest difficulties in this canal are the immense accumulations of mud and the weight of the gates. We have all bestowed much study upon this, and if the stage of water next season permits, we intend, as it has received your sanction, to place a movable dam at the head of the canal, and on proper occasions flush it by this means. But, as Captain Mackenzie says, this will only be an important auxiliary. Two new dredges of the most modern and approved construction are imperatively needed to replace the two old and almost worn-out ones that we are now compelled to use. With regard to the gates, we believe that we will be able, as soon as the present ones become unserviceable, to replace them by lighter ones of equal strength.

The walls of the old locks are in considerable decay, but I believe that they will last during the life of new sills and gates; and we desire, as soon as possible, to rebuild the latter, so that in times of a coal-rush both locks can be used to advantage at the same time. With regard to the rebuilding of the north wall, the enlargement of the dry-dock, and the rebuilding of the old locks, I can only say, as I did before, that these are questions for the future.

The canal since it has been under the control of the Government has been faithfully, honestly, and economically managed and entirely in the interest of commerce by my assistants and employés. There have been a few complaints, but most of them were false and nearly all instigated, I believe, by parties who are anxious to get hold of the management.

Captain Mackenzie has omitted to state what is done with the money which is collected. As the collector's office is about three miles from the Government depository, the money is deposited only when it reaches the sum of \$100. If the daily receipts equal or exceed this sum the deposits are made daily. A receipt is taken and the work credited with the amount, and all checks in payment of indebtedness are drawn against these deposits. I make my money-returns, papers, &c., for it precisely as for any other money under any appropriation, and under the title of "superintendence, management, and repair of Louisville and Portland Canal."

When the daily receipts do not amount to \$100, the money is kept in a safe in the collector's office; and this office being a part of the collector's residence, the money is as safe as it is possible to make it.

The suggestion made by Captain Mackenzie, that a number of small plain residences be built near the locks for the use of the lock hands, is an excellent one, and as soon as we get the necessary funds I will ask your approval of the project.

I agree with Captain Mackenzie, that the question of the right of the city of Louisville to obstruct the entrance to the canal, by permitting vessels to lie at its wharf below Sixth street, should be referred to a proper legal tribunal.

Captain Mackenzie enumerates certain things that ought to be done during the present year. We have already authority from you to do several of them, and all are necessary. I therefore repeat that it is of the first importance that Congress should authorize the Treasury Department to loan us \$50,000 for the "superintendence, management, and repair" of the canal; this sum to be returned from time to time, as the receipts will warrant it.

The reasons given by Captain Mackenzie for not reducing the rate of tolls during the present year, except in case of returning empty barges which paid toll going down loaded, are sound, and I therefore respectfully recommend that the present rate of tolls remain unchanged during this year, excepting that barges which paid toll when loaded, shall only pay 5 cents per ton when empty on the return trip.

I desire also, respectfully, to urge the importance of enacting a law for the government of the canal, which will embody the rules and regulations which are recommended by Captain Mackenzie.

The following is the financial statement of the work for the calendar year ending December 31, 1875:

*Financial statement for calendar year ending December 31, 1875.*

Deposits.		Disbursements.			
Months.	Amount.	Months.	Salaries.	Fuel, supplies, and repairs.	Amount.
January .....	\$3,141 25	January .....	\$3,330 00	\$369 83	\$3,719 83
February .....	1,860 68	February .....			4,029 91
March .....	1,939 50	March .....	3,330 00	699 91	10,595 73
April .....	10,087 70	April .....	10,015 00	580 73	6,835 12
May .....	12,899 64	May .....	6,728 00	107 13	4,715 23
June .....	7,551 71	June .....	3,330 00	1,385 23	
July .....	2,990 96	July .....			7,803 12
August .....	3,196 50	August .....	6,842 00	961 12	3,693 51
September .....	3,899 67	September .....	2,693 51		3,821 91
October .....	3,044 32	October .....	3,341 67	480 24	4,066 17
November .....	8,452 40	November .....	3,625 75	440 42	7,138 96
December .....	11,424 32	December .....	3,542 83	3,616 13	
Total .....	70,488 65	Total .....	47,758 76	8,660 73	56,419 49

Cash on hand December 31, 1875, \$15,655.53.

I am, general, very respectfully, your obedient servant,  
G. WEITZEL,  
Major of Engineers.

Brig. Gen. A. A. HUMPHREYS,  
Chief of Engineers U. S. A.

REPORT OF CAPT. ALEXANDER MACKENZIE, CORPS OF ENGINEERS.

OFFICE LOUISVILLE AND PORTLAND CANAL,  
Louisville, Ky., December 31, 1875.

MAJOR: In accordance with your instructions, I have the honor to submit the following report upon the present condition of the Louisville and Portland Canal, with such statistical information as may be of importance in determining upon future management, and in fixing a rate of tolls for the coming year:

PRESENT CONDITION OF CANAL AND ACCESSORIES.

There has been no surplus fund available during the past year for permanent repairs or improvements, and the following details are in many cases a repetition of previous reports.

NEW LOCKS.

With exception of the guard-gates all parts of the new locks are in a serviceable condition. The coping of the walls is of soft stone, and has been injured in several places. The water has found its way under the miter-sills, washing out the concrete, thereby causing some of the stones to settle, but they will probably remain secure for several years; in time new sills, built of harder stone, and sunk to the solid rock, will be necessary.

The lift-gates are moved with difficulty on account of their great weight, and the

sediment continually being deposited in front of them. No plans have yet been perfected for moving these gates by steam or water power, and the trial of horse-power has not been made.

During high stages of the river, the middle gates are flooded before the amount of water on the falls is sufficient for all ascending boats. A plan for obviating this difficulty at a small expense has been approved.

The method of filling and emptying the lock-chambers through the gates has proved a very slow one, but as shown in previous reports any change in the system would be an expensive operation.

#### OLD LOCKS.

These locks have been previously reported unsafe, and although kept serviceable during the year by constant work, they are really beyond repair. Two sets of lift-gates are rotten, and unless it is determined to remodel the entire work, they should be replaced immediately. The lower mitre-sill is in very poor condition, but can only be economically repaired during low water.

#### BRIDGE OVER THE OLD LOCKS.

This bridge was, for sake of economy, improperly located, and when the locks are rebuilt it should be removed.

#### DRY-DOCK.

The dry-dock is now in a serviceable condition, but it will only accommodate small boats, and its gates are so low that they are frequently under water. The present size of this dock is sufficient for all canal purposes, but its enlargement would be of great benefit to the river interests.

#### CANAL BUILDINGS AND SHOPS.

The toll-collector's house and blacksmith's shop are in good condition. During the year a carpenter-shop and tool-house have been built. Such simple machinery as will enable our own mechanics to make all repairs should be added to the shops. An office for the superintendent has not yet been built.

The hands must be housed near the locks, and when means are available it will be well to put up a few cottages to replace the old, unhealthy building which they now occupy. A reasonable rent can be collected, and will pay for the outlay.

A coal-elevator, with a capacity of 1,000 tons, would permit the purchase of fuel by the boat-load, and reduce the prices now paid materially.

#### ENLARGED CANAL.

The condition of the enlarged canal is good. Its north bank is protected by a stone-wall and riprap, at present in a serviceable condition, but in the future a new wall must be built. The south bank is protected by a new stone-wall, founded on the solid rock. The earth-slopes are in a very good condition, and have required but slight repairs during the past year.

#### GUARD-GATES AT HEAD OF THE CANAL.

These gates are rotten and unserviceable.

#### LIGHTS FOR CANAL AND LOCKS.

Some change in the method of lighting the canal and locks for night-work was suggested in last report, but consultation with the captains and pilots of many steamers indicates that no change is required at present.

#### TELEGRAPH ALONG CANAL.

Authority has been granted to connect the head and the foot of the canal by a line of telegraph, and the work will be done early next year.

#### CANAL LANDS.

No deeds or information as to the boundaries of the property pertaining to the canal were received from the former management. The question was referred to the United States district attorney, and under his supervision a map and abstract of title were prepared and forwarded to Washington. When the necessary information is received at this office, the survey already authorized will be made, and the boundaries of the property marked with iron monuments. This survey will show that some of the property is of no service to the canal, and that other property along the canal-banks should be in the possession of the Government.

#### CITY SEWERS EMPTYING INTO THE CANAL.

The city is allowed to empty its sewers into the canal, provided the connections are so made that no solid matter can pass. With two exceptions the law is observed, but



if the city does not see the necessity for a change very soon, some means must be adopted to obtain a repeal of the authority. The canal is, at times, very offensive, and will in time become an immense open sewer. It was thought last year that the drains from the paper-mills and other factories might have an injurious effect on the gates and walls, but an analysis of the water shows that at present there is very little danger of such a result.

#### CONTRACTS AFFECTING CANAL MANAGEMENT.

When the canal was enlarged, in accordance with a contract with the city of Louisville, a portion of the south bank of the canal was left without the protection of a wall. The city intended building a basin adjacent to the canal, but it is the general opinion that no action will ever be taken in the matter. The wall must be carried across this vacant space before the canal can be considered finished.

A contract between the former management and private parties gave to the latter the right to use canal property and to construct a basin near the railroad bridge, for the purpose of carrying on the coal business. This basin is supposed to be under the control of the superintendent of the canal, but trouble has frequently arisen from a disobedience of his orders.

A portion of the city wharf lies along the south bank of the canal. This wharf is now permanently occupied by coal-boats and steamboats, but previous to the building of the wing-dam on the north side, it was of but little service to the city. When the river is high and the water is running over the wing-dam, the entrance to the canal is difficult, and, unless care is exercised, dangerous. If the control of this portion of the wharf cannot be obtained, the only alternative will be to raise the wing-dam four feet.

The city has recently granted permission to private parties to erect a coal-elevator on the canal at the foot of Seventh street. This matter has been placed in the hands of United States district attorney.

#### DREDGING DEPARTMENT.

The tow-boat, dredges, and mud-scoops were old and in very poor condition when received with the canal. Constant repairs have been necessary, and it would have been more economical to have built new boats eighteen months ago, but no funds were available for the purpose.

Notwithstanding their condition the dredges, &c., have done valuable service, and have succeeded in keeping the canal open during the past year. Two of the mud-scoops have been enlarged and thoroughly repaired, and the timber for a third is on hand. All the work has been done by our own employes.

Extensive repairs of the tow-boat have been commenced and a new hull is nearly completed. Complete repairs of dredges must be commenced as soon as possible.

The following remarks upon the

#### STAGES OF THE RIVER AND SEDIMENT DEPOSITED

will show the necessity of keeping the dredging apparatus in perfect order.

During December, 1874, the water rose rapidly, and at the beginning of the year 1875 there was a favorable stage of water in the canal. From the 3d to the 6th of January the water was over the middle gates. During the entire month the weather was very cold, the ice in the canal being at times one foot thick. During a portion of this time navigation was kept up by means of an improvised ice-breaker. The water remained high, and on the 28th of February again flooded the middle gates, giving navigable water on the falls. This stage of the river continued until March 26, when boats were again compelled to use the canal. During this high water the deposit in the upper end of the canal was about 2 feet in depth and the deposit in the locks was enormous.

The dredges worked day and night, and as the river fell slowly they succeeded in preventing any delays. The extreme variation of the water-level in the canal during this month was nearly 6 feet. During April, May, and June the stage of the river was very favorable for the canal, but in July it commenced to rise, and by the 7th of August the reading of the gauge above the locks was 30.3 feet, and at the gauge below the locks 55.0 feet. This was the highest stage of water ever known in August, and 5 feet higher than the usual spring-floods. When the river commenced falling it went down very rapidly, receding as much as 6 feet in twenty-four hours and 20 feet in one week. The deposit left by this rise was enormous. Careful measurements gave the following amounts: In new locks, 20,629 cubic yards, being 11 feet in depth; in old locks, 9,000 cubic yards, filling lower chambers; in canal, 24,000 cubic yards; making a total of 53,629 cubic yards in the canal and locks. The dredges immediately commenced working day and night, but the river fell so rapidly that on the 17th lockages had to be suspended, but by the 20th they were resumed. During the three days the locks could not be used, fortunately but few boats desired to pass through.

During September and October the river remained at a good stage for light-draught boats, but toward the latter part of November the usual rise commenced, and on the

29th the water was level with the top of the middle gates. December 1 the river fell slightly, and during the remainder of the month the water has been at a favorable stage for the canal. Much sediment has been left in the canal, but constant dredging and an abundance of water have prevented any delays. Several methods have been proposed for either preventing these enormous deposits or facilitating their removal, but the only method so far promising certain success is the one now in use. A movable dam at the head of the canal which will permit a strong current to be occasionally established will be an auxiliary to the dredges, but cannot take their place.

#### TIME OF LOCKAGE.

During the past year records have been kept to determine the time occupied in lockages. It varies so with different stages of water, that only an average can be given.

When the usual force of men are employed and both chambers are used, a lockage will occupy about an hour, or if the water is high and only one chamber is used, half an hour is sufficient.

With an extra force of men the time through two chambers can be reduced to forty-five minutes. The opening or closing of each gate occupies seven minutes, and the rest of the time is required for filling and emptying the chambers.

When the canal is clear and only being used by steamboats, the time of one lockage will give the means of computing the daily capacity of the locks; but when the canal is being used by tows, there are so many delays entirely beyond the control of the superintendent that no computation can be made.

On December 3 it took five hours and forty-five minutes to pass the steamer *Sam Brown* and sixteen boats, carrying about 10,700 tons of coal. But one lock-chamber was used, and, from the size of the boats, six lockages were necessary. Not more than three hours were consumed in moving gates and filling and emptying chambers, so that two hours and three-quarters were required for moving the boats into and out of the locks.

Frequently there are as many as four or five tows, with from fifteen to twenty boats each, waiting to pass down through the canal, and, at the same time, passenger-boats and upward-bound tows are pressing their claims. Tows cannot pass each other except at the head or the foot of the canal, and ordinarily they can only pass steamboats at one intermediate point.

From the above it will be seen that with the best of management and perfection in the movements of boats, occasional delays are unavoidable.

But the movement of boats is far from perfection. Large tows have small and frequently a very insufficient set of hands; it takes them a long time to arrange their boats and move through the canal, and often after reaching the locks no means are provided for removing the boats as they are passed through. If it is foggy, or if there is much wind, coal-boats cannot be moved, and must be held in the basin, at the head of the locks. It thus happens that, at times, hours and even whole nights are lost, when it is very important that the boats should keep moving, clearing the way for those coming behind them.

During the past year extra forces have been employed whenever a pressure of work demanded it, and the lock-hands have been on hand day and night, ready for any boat that wished to pass through the canal.

#### SUSPENSION OF NAVIGATION BY HIGH WATER, ICE, ETC.

During the past year the canal has been in a navigable condition two hundred and seventy-two days and closed ninety-three days, the latter time being divided as follows:

Closed by ice thirty-five days. During this time a few boats passed, but navigation was virtually suspended.

Closed by high water fifty-four days. During this time boats could use the falls, and the canal was not needed.

Closed for repairs and dredging four days. During this time but few boats wished to pass through.

During the year there have been but sixty-eight days when there was less than 5 feet of water in the canal, and but twenty-three days when there was less than 4 feet.

#### NUMBER, DESIGNATION, AND MONTHLY PAY OF EMPLOYEES.

The following employees have been necessary for the superintendence, management, and repair of the canal and accessories during the past year. The number of salaries are the same as during the first six months' management. The number is the same as employed before the Government assumed charge, and the salaries are the same with the exception of that of assistant superintendent, which formerly was \$250 per month.

*For general superintendence.*

One superintendent, per month .....	\$250 00
One assistant superintendent, per month .....	150 00

*For collection of tolls and clerical work.*

One toll-collector, per month .....	\$150 00
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*For maneuvering gates, turning bridges, &c.*

One lockmaster, per month .....	\$95 00
One assistant lockmaster, per month .....	70 00
Twenty-two lockhands, per month, each .....	50 00
Two lockhands and divers, per month, each .....	60 00
One watchman, per month .....	50 00
One bridge-tender, per month .....	30 00

*For repairs of boats, gates, machinery, &c.*

One carpenter, per month .....	85 00
One assistant carpenter, per month .....	60 00
One blacksmith, per month .....	80 00
One blacksmith's striker, per month .....	30 00

The above forces work day and night without extra pay. The lock-forces are not worked in reliefs, as all are required for opening and closing the gates.

When the locks are in constant operation day and night for any length of time, a few extra men are employed at the same rates as the regular employes.

*For management of tow-boat.*

One captain and pilot, per month .....	\$80 00
One engineer, per month .....	80 00
Three deck-hands and firemen, each, per month .....	40 00
One watchman, per month .....	40 00

*For management of two dredges and four mud-scoops.*

One foreman of dredges, per month .....	\$80 00
Two engineers, per month, each .....	80 00
Two dipper-tenders, per month, each .....	50 00
Six deck-hands, per month, each .....	40 00
Two firemen, per month, each .....	40 00
One watchman, per month .....	40 00

The steamboat and dredge-hands work during daylight and Sundays, if required; for night-work they receive proportional extra pay.

The monthly cost of the above labor, when only the regular force is employed and there is no night-work, is \$3,330.

During the past year the cost of extra labor has been \$545.57, and of night-work \$633.18.

The engineers and some other employes on the steamboat and dredges have been performing their present duties for a long time. They are receiving less for their services than is paid for the same class of work elsewhere, and to retain them a small increase may be necessary.

The superintendent, assistant superintendent, and collector of tolls, in addition to their usual work, performed the duties of assistant engineer, overseer, and clerk on the work being done for the improvement of the Falls of the Ohio.

**RATES OF TOLL AND CHARGES FOR DRY DOCK.**

The rates of toll charged during the past year have been as follows :

Steamboats, 10 cents per ton registered under-tonnage.

Model barges, 10 cents per ton registered under-tonnage.

Coal-boats, flats, &c., 8 cents per ton, measured capacity.

Steamboats of less than 50 tons and flats of less than 63 tons, \$5.

Rafts of logs, &c., measurement and rates the same as for coal-boats, &c.

Boats belonging to the United States, free.

Use of dry dock, \$75 per week.

The above rates on steamboats are the same as fixed by Congress May 11, 1874; the rates on coal-boats were increased from 5 cents to 8 cents by the Secretary of War last January, in order to make the rates more uniform. This small increase, which has hardly been felt, has increased the yearly receipts \$16,297.96. The custom-house measurement is taken for all boats having registers, and the total tonnage of such boats being about double their under-tonnage, the rate is, in reality, about 5 cents per ton, carrying-capacity. Coal-boats, flat-boats, &c., are measured and their under-

tonnage computed. This class of boats will carry about one and one-half times the amount indicated by their measured under-tonnage, so that the rate for their carrying-capacity is about the same as for steamboats and model barges.

*Examples.*

Class.	Total tonnage, or carrying- capacity.	Under-tonnage or tonnage charged for.
Steamer Mountaineer .....	585.66	358.81
Steamer Mary Alice .....	559.56	248.73
Model barge Mary .....	706.60	369.53
Model barge, Mississippi Transportation Company, No. 51 .....	1,012.39	417.16
Square barge, 130 by 24 by 7½ .....	480.00	246.00

At the present rate the tolls will amount to about  $\frac{1}{2}$  cent per bushel of coal,  $\frac{3}{4}$  cent per barrel of salt, and 6 cents per ton of iron-ore.

The following examples will show the great reduction in tolls under the Government management:

Class.	Name.	Under-ton- nage.	Charges under old manage- ment.	Present charges.
Steamboat .....	Thompson Dean .....	996	\$498 00	\$99 60
Do. ....	Thos. Sherlock .....	877	438 00	87 70
Model barge .....	Rubicon .....	390	195 00	39 00
Square barge .....	130 by 25 by 7 .....	239	65 00	19 12
Produce-boat .....	100 by 20 by 5 .....	105	60 00	8 40

Under the former management a distinction was made between loaded and empty barges; and I think such an arrangement of tolls would be more satisfactory than the present system of charging a uniform rate.

## EXPENSES OF SUPERINTENDENCE, MANAGEMENT, AND REPAIRS, AND RECEIPTS FROM TOLLS, &amp;C., DURING THE YEAR ENDING DECEMBER 31, 1875.

The total expenditure during the past year has been \$49,759.48. Deducting \$3,192.61 for permanent work and not chargeable to yearly expenses, the cost of operating the canal has been \$46,566.87. The cost of the same work, from June 11, 1874, to December 31, 1874, was \$25,142.11, or at the rate of \$44,986.25 per year.

The receipts, from June 11, 1874, to December 31, 1874, were \$20,391.68, being \$4,750.43 less than the operating expenses.

The receipts during the past year have been \$70,175.61, being \$20,416.13 in excess of the expenditures.

The following table will show the comparative monthly receipts and expenditures for the past year. The expenses are given for the months in which they were incurred, and the statement will therefore not exactly agree with a cash statement of receipts and disbursements.

Month.	Collections.	Expenses.	Deficit.	Surplus.
January .....	\$3,015 25	\$3,760 58	\$745 33	.....
February .....	2,092 40	3,527 88	1,435 48	.....
March .....	1,525 76	3,856 28	2,330 52	.....
April .....	10,277 44	4,045 84	.....	\$6,231 60
May .....	12,935 48	3,872 40	.....	9,063 08
June .....	7,447 07	4,172 83	.....	3,274 24
July .....	2,864 96	3,817 32	952 36	.....
August .....	3,406 81	3,985 80	578 99	.....
September .....	3,715 86	4,173 75	457 89	.....
October .....	3,289 32	3,782 09	492 77	.....
November .....	8,225 00	4,299 77	.....	3,925 23
December .....	11,380 26	6,464 94	.....	4,915 32

It will be seen from this exhibit that during seven months of the year the expenses exceeded the receipts \$6,993.34, and during five months the receipts were in excess of the expenses \$27,409.47. After deducting the deficit of last year, a balance is left of \$15,665.70.

The period from June 11, 1874, to December 31, 1874, was very unfavorable for navigation, the water being low one hundred and fifty days out of two hundred and four; on the other hand, the present year has been favorable, there being but twenty-three days when there was 4 feet and less, and but sixty-one days when boats could use the falls. During August, September, and October of this year, usually low-water months, the river was high and navigation lively.

The principal income of the canal is from boats carrying coal from Pittsburgh, salt from the Kanawha, and iron-ore from Missouri and the Tennessee River.

The boats of this description passing through the canal during the past year, has been as follows:

Coal-boats carrying about 7,866,650 bushels coal.

Barges carrying about 60,000 barrels salt.

Barges carrying about 79,177 tons iron-ore.

These coal-boats start upon a rising river, and generally reach Louisville in about five or six days. If there is sufficient water they pass over the falls, and the whole income from this source is lost.

During last August most of the coal-tows passed over the falls safely, but during November and December the stage of the river necessitated the use of the canal. Had there been one foot more water, all the coal-boats, which added about \$5,500 to the yearly receipts, would have passed over the falls.

These facts, as well as the following comparison of tonnage through the canal during the latter halves of the years 1874 and 1875, will show that no very accurate estimate of receipts can be made until the business of several years can be compared.

Tonnage.	July.	August.	September.	October.	November.	December.
1874.....	16, 604	46, 303	14, 395	17, 179	22, 679	22, 741
1875.....	29, 086	35, 950	36, 587	30, 416	83, 334	129, 674

Judging from past experience, and supposing that the coming year will be an average of the two past, the present rate of tolls will secure a sufficient income for the superintendence, management, and ordinary repairs, and will give a small surplus. But as gates, boats, &c., are perishable, every few years a larger outlay than usual will be necessary, and the expenses of the past year cannot be taken as a sample for all years to come. The necessary work projected for next year will absorb all the surplus now on hand, all that may be gained during the coming year, and then not be completed.

A more detailed statement of receipts is annexed to this report.

The great number of boats, and the amount of the tonnage which, it must be remembered is far below the carrying-capacity, will show how greatly commerce has been benefited by the enlargement of the canal.

A detailed statement of the expenses is also appended. These expenses are divided between lockage department, dredging department, and permanent improvements. The item of repairs in both departments is very large, and this expense might have been reduced, had sufficient funds been available twelve or eighteen months ago, for rebuilding worn-out boats, &c., rather than resorting to constant patchwork.

It will be seen that the expense of removing the river-deposit has been more than one-third of the operating expenses of the canal, and this deposit not only entails the expense of removing it, but adds immensely to the difficulties of opening and closing the gates, and renders necessary the large force employed upon the locks.

In fact, the expenses of managing this canal cannot be compared with the expenses of other canals, for there is none in this country, or in the world, in which the gates are so large and so heavy, and where, at the same time, a single freshet will almost fill the lock-chamber with sediment.

#### WORK ACCOMPLISHED DURING PAST YEAR, BY EMPLOYÉES, STEAMBOAT, DREDGES, &c.

In addition to constant repairs to boats, gates, bridges, buildings, tools, &c., the mechanics have built and made one carpenter-shop, 20 by 50, and shed, 15 by 50; two watch-houses, for old locks; two mud-scoops, 22 by 50 by 6, with capacity of 38 cubic yards each; one spud, and one dipper-handle, for dredges; one hoisting-chain, 185 feet long, and one turn-table chain for dredges; four pinions and sheers for dredges; four gate-chains; four new locks, total length, 464 feet; two friction-rollers for well-holes of new locks.

The lock-haunds, in addition to grading and repairing slopes, and general work around buildings and grounds, have passed through the locks 2,280 vessels, requiring 1,401 lockages. They have opened and closed the gates 8,406 times, and merely in turning the capstans, and moving from one gate to another, each man has traveled about 2,604.85 miles, or an average of 7.14 miles per day.

The steamboat and dredges have worked two hundred and fifteen days during the year and have removed 90,488 cubic yards of sediment. The tow-boat, while turning out the scows, has run 1,863.5 miles.

The office-work has been as follows:

The superintendent, in addition to his regular duties, has prepared all plans, &c., for gates, boats, shops, &c.

The collector of tolls has, in addition to his regular duties of collecting and depositing tolls, performed the duties of clerk, kept the records of the office, and made the various reports required.

Daily readings of gauges have been taken above and below the locks, for the purpose of comparing the relative variation in the water-level above and below the falls. Records have been kept of the rise and fall of the water at characteristic points of the river, in order to determine the time rises in the upper rivers will reach Louisville, and predict what stage of water may be expected in the canal.

Samples of the river-water have been collected daily to determine the amount of sediment it contains.

The canal-water and the emptyings of the city sewers have been analyzed to determine whether any injury to the iron and wood of the gates and to the walls may be expected from these sources.

In addition to the canal-work, all estimates and clerical work pertaining to the "improvement of the falls of the Ohio," have been attended to in this office.

#### WORK PROJECTED FOR THE COMING YEAR, WITH ESTIMATE OF COST.

The following necessary work should be done during the coming year, or at least so much of it as the means made available will permit.

##### *Management, superintendence, &c. of canal.*

Pay-roll of employes.....	\$39,960 00
Extra pay and night-work.....	1,178 75
Ordinary repairs, purchases, &c.....	5,428 12
<b>Total .....</b>	<b>46,566 87</b>

<b>Two new mud-scows.....</b>	<b>\$883 29</b>
Guard-gates at head of canal .....	8,000 00
Guard-gates at new locks.....	16,000 00
Repairing tow-boat.....	7,303 85
Repairing two dredges.....	8,000 00
Two sets of gates for old locks.....	6,000 00
Applying horse-power at new locks.....	3,000 00
Office for superintendent.....	800 00
Cistern and additional fire-apparatus.....	2,000 00
Telegraph between head and foot of canal.....	500 00
Survey of land and marking boundaries.....	1,000 00
Raising masonry around gate-recesses of middle gates of new locks.....	5,000 00
Repairing miter-sills of old locks.....	600 00
Machinery, lath, saw, &c.....	1,000 00
<b>Total .....</b>	<b>60,087 14</b>

#### NECESSITIES FOR A SURPLUS-FUND.

The preceding recapitulation of work shows the immediate necessity for a fund with which all the accessories of the canal can be placed in a perfect condition. Some of this work is of a permanent nature, while other portions will again require attention in a few years. The report upon the condition of the canal shows much work, such as repairing, coping, and miter-sills of new locks, adding side-culverts for filling chambers, new wall on north bank of canal, completing wall on the south bank, rebuilding old locks, enlarging dry-dock, and which, though not of immediate necessity, must have attention in the future.

An increased commerce may require further enlargements, &c.

If all such work is to be paid for by appropriation a surplus-fund which will insure the payment of employes during dull months and provide for accidents is sufficient, but if the canal is to be self-sustaining, a large fund must be allowed to accumulate.

#### CONCLUSION AND RECOMMENDATIONS.

In my opinion a still longer time should be allowed before deciding definitely upon the future management. The present condition of the canal requires a certain system, but when the work recommended is carried out, the condition will be somewhat changed, and it is possible that in the future the management can be simplified, the expenses reduced, and the efficiency of the canal still preserved.

I would respectfully recommend that for the following year the present system of superintendence and management be continued.

I would also recommend that the present rate of tolls be continued with the following exceptions: That all barges and flat-boats passing through the canal loaded, shall, when returning empty, be charged but 5 cents per ton. This will slightly reduce the receipts, but I think the change will make the rates more just, and will be gladly welcomed by the boating interests.

I would respectfully suggest that Congress be asked for a loan of \$50,000, which, with the surplus now on hand, will complete the much needed repairs previously referred to.

I would respectfully suggest that the question of jurisdiction at the head of the canal be investigated and a legal opinion given as to the rights of the superintendent in case in his opinion the occupancy of the wharf interferes with navigation or renders it difficult or dangerous. When an occasion arises requiring action, life and property may be at stake and there would be no time for prolonged legal action.

I would respectfully suggest that the surveyors of customs measuring and remeasuring vessels liable to use the Louisville and Portland Canal be again requested to furnish the result of said measurement to the collector of tolls. Lists of boats registered in the different districts have frequently been asked for, and but few have been received.

I would respectfully recommend that if possible the time for reporting upon receipts and expenditures, fixed by section 3, act of May 11, 1874, be so changed as to allow more time between the close of the year and the report. The first Monday in January was evidently selected on account of its being the day upon which annual meetings of the former management were held. But these meetings were held in Louisville and all required information could easily be prepared in the time allowed; now that the reports must go to Washington, the time is not sufficient.

I would respectfully suggest that some action be taken as soon as possible upon the rebuilding of the old locks and the enlargement of the dry-dock. It is almost a waste of money to patch up the old locks; but if no action is taken, certain repairs must be made. The question of enlarging the dry-dock is more one of policy than of engineering, but the advantages to the boating interests are so evident, that I have no hesitation in recommending it.

I would respectfully urge the necessity of action upon the rules and regulations proposed in the report of last December, and again appended to this report. If adopted, instructions should be given as to how they are to be enforced. To manage the canal properly, and deal justly with the various parties using it, requires prompt action in case of disputes, &c.; and if the superintendent is to be held responsible for delays, he must have the power to enforce his orders, and must be able to exercise this power without going into long legal proceedings.

In conclusion, I would state that the superintendent, assistant superintendent, toll-collector, and all other employes, deserve great credit for the faithful and fearless manner in which they have performed their duties during the past year. By intelligence, energy, ingenuity, and strict attention to duty, they have overcome many difficulties, and have preserved the canal in a high state of efficiency.

Dealing justice to all has occasionally brought forth complaints, but in no instance have such complaints been founded on facts.

I am, very respectfully, your obedient servant,

A. MACKENZIE,  
Captain of Engineers.

Maj. G. WEITZEL,  
Corps of Engineers, U. S. A.

#### RULES AND REGULATIONS FOR THE GOVERNMENT OF THE LOUISVILLE AND PORTLAND CANAL, AND THOSE USING IT.

1. The movement of all boats and floating things in the canal and the locks shall be under the direction of the superintendent or his authorized assistants.

2. When two or more boats or tows are waiting to enter the canal, either from above or from below, the superintendent shall have authority to designate the time and order of their entering; and no boats or tows shall enter the canal without his authority.

3. No boat shall tie up along the bank of the canal, or in any way obstruct the canal, or delay entering or leaving the locks when ordered to do so by proper authority.

4. All boats meeting in the canal shall pass to the right; and when the passage is too narrow, the ascending boat shall move into a turn-out basin, unless the descending boat is much nearer to it.

5. Ordinary boats or tows, arriving first at the locks, shall have the preference in passing; but in all cases, boats and barges belonging to the United States, and employed upon the work, shall have the precedence over all others; and steam or passenger boats shall have the precedence over heavy tows; and loaded tows shall have the precedence over empty tows.

6. No boat shall run alongside of any other boat so as to wedge in the canal, nor shall any boat, when approaching the locks, attempt to pass another boat when within 300 feet of the locks.

7. No boat shall enter the canal or the locks whose actual draught exceeds the depth of the water in the canal, as shown by the gauge at the head.

8. All boats waiting for lockage must be kept in the basin above the locks, or beyond the breast-wall below the locks, and not in any way obstruct the channel until their time comes for entering the locks.

9. All boats, &c., arriving at the locks and not taking advantage of the first opportunity to pass shall lose their turn.

10. Any unnecessary delay in the locks or the canal, or the violation of any lawful order of the superintendent, shall be construed as obstructing the free navigation of the canal.

11. All boats, when in the locks, shall fasten their bow and stern lines to the straps or snubbing-posts on the walls or banks of the locks until the chamber is filled or emptied. They shall also be provided with fenders, to be used when striking any part of the locks.

12. No boat shall strike any bridge, gate, breast-wall, stay-chain, or any part of the locks liable to be injured.

13. All boats using the canal shall be free from projecting irons or rough surfaces that would be liable to damage the walls or any part of the canal or locks.

14. The under-tonnage of all boats shall be determined by the custom-house measurement if registered, and if not registered, by the measurement of the collector of tolls.

15. All tolls shall be paid in lawful currency of the United States, and no boat shall be allowed to leave the locks until the toll is paid.

16. In no case shall the tolls collected from any boat be less than the actual expenses of operating the locks.

17. That any one who shall willfully, or through carelessness, in any way obstruct the free navigation of the canal, or by the violation of any of the laws or regulations governing the canal and those using it, delay or inconvenience any boat having the right to use the canal, shall be responsible for all damages and delays and for all expenses of removing the obstructions.

18. No one shall trespass upon the canal-property, or in any way injure the canal, the locks, or any of the appendages.

19. No one, unless authorized by the superintendent or the lock-master, shall open or close any gate or wicket, or in any way interfere with the employes in the discharge of their duties.

20. No person shall throw or roll any stone or other material into the canal, or place any such material on any bank or berm of the canal so that it is liable to be thrown or rolled in.

21. All boats approaching the locks shall signal for the same by four distinct whistles.

*Statement of number of steamboats, model barges, coal-boats, &c., passed through the Louisville and Portland Canal, during year ending December 31, 1875, and receipts from tolls, &c.*

Month.	Steam-boats.	Tow-boats.	Model barges.	Square barges.	Tonnage.
January .....	21	18	22	70	43,007.5
February .....	27	7	13	22	21,406.5
March .....	12	7	13	32	15,745
April .....	67	44	94	206	111,818
May .....	90	51	129	214	140,507.5
June .....	83	33	78	74	75,228
July .....	33	14	25	31	29,046
August .....	28	22	34	63	35,950
September .....	84	17	34	56	36,587
October .....	97	11	26	56	30,416
November .....	73	33	78	237	88,334
December .....	49	24	47	271	129,674
Total .....	664	291	593	1,332	758,359.5

Receipts from tolls .....	\$68,664 75
Receipts from dry-dock .....	599 21
Receipts from rents .....	561 65
Receipts from towage .....	350 00
Total .....	70,175 61

NOTE.—Rate of toll on model and square barges was changed from 5 cents per ton to 10 cents and 8 cents, respectively, January 25, 1875. Steamboats and model barges less than 50 tons, and square barges less than 63 tons, are charged \$5 for lockage.



*Statement of expenses of superintendence, management, repair, and improvement of the Louisville and Portland Canal and its accessories for the year ending December 31, 1875.*

Months.	Lockage department.			Dredge department.			Imports.	Total expenses.
	Labor.	Repairs, Hights, &c.	Total.	Labor.	Repairs, fuel, oil, &c.	Total.		
January .....	\$2,310 00	\$135 36	\$2,445 36	\$1,045 00	\$270 22	\$1,315 22	.....	\$3,760 58
February .....	2,310 00	108 05	2,418 05	1,090 00	89 23	1,109 23	.....	3,527 28
March .....	2,350 00	69 13	2,419 13	1,090 00	399 35	1,419 35	\$94 80	3,856 28
April .....	2,315 32	98 97	2,414 29	1,083 67	459 53	1,549 20	89 35	4,045 84
May .....	2,310 00	73 31	2,383 31	1,090 00	330 16	1,350 16	138 93	3,879 40
June .....	2,310 00	63 83	2,373 83	1,090 00	231 20	1,251 20	547 80	4,179 83
July .....	2,310 00	77 34	2,387 34	1,090 00	341 08	1,361 08	68 90	3,817 32
August .....	2,310 00	119 64	2,429 64	1,202 00	274 41	1,476 41	79 75	3,985 80
September .....	2,310 00	68 00	2,392 00	1,383 51	317 83	1,700 74	81 01	4,173 75
October .....	2,321 67	90 28	2,411 95	1,090 00	342 48	1,369 48	7 65	3,789 29
November .....	2,605 75	217 90	2,823 65	1,020 00	391 82	1,411 82	64 30	4,299 77
December .....	2,502 83	98 52	2,601 35	1,020 00	753 47	1,773 47	2,090 12	6,464 94
Total .....	28,965 57	1,227 34	29,492 91	12,873 18	4,900 78	17,073 96	3,192 61	49,759 48

The expenses in the above table are charged to the months in which they were incurred, and consequently will not agree with the financial statement. Under the head of improvements are classed such repairs and improvements as are of a permanent character, if not properly chargeable to annual operating expenses.

SURVEY OF CHIPPEWA RIVER, WISCONSIN.

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LETTER

FROM THE

CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING,

*In compliance with the provisions of act of March 3, 1875, the report of Maj. Francis U. Farquhar, Corps of Engineers, on the survey of Chippewa River, Wisconsin.*

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JANUARY 18, 1876.—Referred to the Committee on Commerce and ordered to be printed.

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WAR DEPARTMENT, *January 15, 1876.*

The chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the House of Representatives, in further compliance with the provisions of the act of March 3, 1875, copy of the report of Maj. Francis U. Farquhar, Corps of Engineers, of the survey of Chippewa River, Wisconsin.

H. T. CROSBY,  
*Chief Clerk.*

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OFFICE OF THE CHIEF OF ENGINEERS,  
*Washington, D. C., January 13, 1876.*

SIR: I have the honor to submit herewith a copy of a report to this Office from Maj. F. U. Farquhar, Corps of Engineers, of the results of a survey of Chippewa River, Wisconsin, with the view to the improvement of its navigation, made in compliance with provisions of the river and harbor act of March 3, 1875.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,  
*Brigadier-General and Chief of Engineers.*

Hon. W. W. BELKNAP,  
*Secretary of War.*

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SURVEY OF THE CHIPPEWA RIVER, WISCONSIN.

UNITED STATES ENGINEER OFFICE,  
*Saint Paul, December 13, 1875.*

GENERAL: I have the honor to make the following report of the results of a survey made during the past season on the Chippewa River, Wisconsin.

As the amount allotted (\$1,800) for this survey was so small, it was thought best to use it in making detailed surveys of the worst obstructions below Chippewa Falls, as shown by the examination made in 1874. The results of this latter examination were reported by me in letter dated January 30, 1875.

Detailed surveys were made at the following localities:

1. Upper Dalles. (See accompanying tracing No. 1.)
2. Lower Dalles. (See accompanying tracing No. 2.)
3. Rumsey's Bar. (See accompanying tracing No. 3.)
4. Durand Bars. (See accompanying tracing No. 4.)
5. Head of Beef Slough. (See accompanying tracing No. 5.)
6. Mouth of river. (See accompanying tracing No. 6.)

#### UPPER DALLES.

This obstruction in the river is a little more than four miles below Chippewa Falls. The river here breaks through a ledge of coarse yellowish sandstone. The distance from the head to the foot of the Dalles is about 12,000 feet, and the total fall is 10½ feet, or an average of 4.62 feet per mile. By examining tracing No. 1, it will be seen that the only way to improve this part of the river for steamboat-navigation is by building a lock and dam. The lock-chamber should be 200 feet by 50 feet, with a lift of 10½ feet, and should be of stone and concrete masonry. The dam should be of timber and, furnished with an adjustable timber-chute for the use of rafts. The cost of this improvement would be as follows:

Dam, 557 feet long .....	\$61,733 69
Timber-chute .....	10,007 95
Lock .....	122,523 41
	<hr/>
	194,265 05
Add 10 per cent. for contingencies ..	19,426 50
	<hr/>
Total .....	213,691 55

#### 2. LOWER DALLES. (SEE TRACING NO. 2.)

The rapids at this locality commence about one and one-fourth miles above the mouth of the Eau Claire River. The river here again breaks through a ledge of coarse sandstone, and has cut through it a very tortuous channel. From the head to the foot of the rapids the distance is 9,850 feet, and the total fall is 88 feet. Here it is proposed to overcome the obstruction by constructing a dam with timber-chute just below the railroad-bridge, a canal 3,610 feet long from the dam, on the left bank of the river, and at the end of the canal a lock 200 feet by 50 feet and 9½ feet lift.

The canal will be 100 feet wide at the water-line and 4 feet deep. At the upper end of the canal will be guard-gates. The cost of this improvement will be as follows:

Dam, 570 feet long .....	\$36,218 94
Timber-chute .....	8,246 76
Canal and locks .....	178,160 27
	<hr/>
	222,625 97
Add 10 per cent. for contingencies ..	22,262 59
	<hr/>
Total .....	244,888 56

#### 3. RUMSEY'S BAR—4. DURAND BARS.

These places in the river are filled with sand-bars, the material for which has evidently been largely furnished by the high sand-banks just

above them. I do not think there would be any difficulty in maintaining a good channel through these parts and others were the supply of sand cut off, and unless these "yellow banks" are protected from the erosive action of the river, any wing-dams or other constructions to improve the natural channel of the river will only have a very temporary effect.

There are on the river six of these "yellow banks," varying from 80 feet to 100 feet in height, and having a total of face exposed to the river of 21,000 feet. The river-slopes of these banks are from  $35^{\circ}$  to  $40^{\circ}$ , and the sand can be seen continually rolling and sliding into the river. I think that, before any other work is commenced on the Chippewa River, the bottoms of these slopes should be protected. This protection should be of brush made into fascines and so placed as torevet these slopes as high as mean stage of water, and then willows should be planted on the berns. While on the accompanying tracings wing-dams to be constructed are shown, yet I would not recommend their construction until the sand-banks are protected. By referring to my report of last year, the location and extent of each of the "yellow banks" can be ascertained. They are given in the items of necessary improvements, numbered 3, 10, 18, 25, 27, 29. The total number of cubic yards of brush-work is 66,440, and, at an average expense of \$1.25 per cubic yard, would cost to construct \$83,050. The experiment might be tried on the "yellow banks" just above and below Rumsey's Bar. The cost of revetting these two would not be more than \$30,000.

#### 5. HEAD OF BEEF SLOUGH.

On the subsidence of the river after the last spring freshet, it was found that a great change had taken place in the river between the Round Hill boom and the head of Beef Islands. The old main channel to the left of Beef Islands, which passes by the head of Beef Slough, had almost entirely filled up, while Horse Slough, to the right of the islands, had very much deepened, and the amount of water flowing through it was nearly fourteen-fifteenths of the whole volume of the river above Beef Islands. The cause of this change is evident. The Round Hill boom sent the current against the rocky left bank of the river, and caused an eddy just below itself, in which was deposited the large sand-bar, (No. 1 on tracing.) After striking the left bank, the current was deflected toward the head of Horse Slough, and the last high water completed the work, which no doubt has been progressing since the placing of the upper boom, of making Horse Slough the main channel.

There are some few snags in Horse Slough that should be removed, and a low-water wing-dam should be built from the point of rocks on the left bank of the river opposite the upper boom to past the head of Beef Islands. This would cost as follows:

Wing-dams, 3,270 feet long, at \$3.25.....	\$10,627 50
Removing 50 snags, at \$5.....	250 00
Total.....	10,877 50

The position of the winged end of the Round Hill boom, as shown on accompanying tracing No. 5, is that giving the widest opening between the boom and the left bank of the river, and it can be so swung as to entirely close the channel.

## 6. MOUTH OF THE RIVER. (SEE TRACING NO. 6.)

There seems to be but one way of improving this point on the river, and that is by contracting the channel-way until the current of the Mississippi River is reached, strong enough to carry away any silt brought down by the Chippewa River. This would require the building of 8,400 feet of wing-dams and jetties, which would cost \$27,300. The above estimates are substituted for those given in previous report for the corresponding items of cost.

In the previous report, no estimates were made for improving the Dalles so as to permit of steamboat-navigation over them. I do not think that the commerce on the river will ever be of sufficient importance to warrant the construction of the locks and dams at the Upper and Lower Dalles. Before any well-digested plan for the improvement of the river below Eau Claire can be made, a continuous survey of the river must be made, and the experiment of protecting the steep slopes of the high "yellow banks" tried.

There are places on the river where even raft-navigation is difficult during low water. New channels are cut through the sand-bars each year, and new sand-bars are discovered on the subsidence of every freshet. I have no doubt the works recommended above at the head of Beef Slough and at the mouth of the river will improve the channel of the river at those points. During the season of 1875, the Beef Slough Company has run down the river from Chippewa Falls to the head of Beef Slough about 160,000,000 feet, board-measure, of loose logs. These logs were mostly run during a good stage of water, thus presenting a formidable obstacle to steamboat-navigation, at a time when but few natural obstructions existed. I would respectfully request that this report be appended to my report of January 30, 1875, (printed in Part 6, H. Ex. Doc. 75, second session, Forty-third Congress.) The field-work was done by a party under the charge of Max, E. Schmidt, who showed great intelligence, energy, and economy in doing the work intrusted to him.

Hoping that this may meet with your approval, I am

Very respectfully, your obedient servant,

F. U. FARQUHAR,  
*Major of Engineers.*

Brig. Gen. A. A. HUMPHREYS,  
*Chief of Engineers, U. S. A.*

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SURVEY OF ELK RIVER, WEST VIRGINIA.

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LETTER

FROM

THE CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING,

*In compliance with the act of March 3, 1875, a copy of the report of Maj. W. P. Craighill on the survey of the Elk River, West Virginia, between its mouth and Charleston and Braxton Court-House.*

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JANUARY 18, 1876.—Referred to the Committee on Commerce and ordered to be printed.

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WAR DEPARTMENT,  
January 15, 1876.

The chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the House of Representatives, in further compliance with the act of March 3, 1875, copy of the report of Maj. William P. Craighill, Corps of Engineers, of a survey of Elk River, West Virginia, between its mouth and Charleston and Braxton Court-House.

H. T. CROSBY,  
Chief Clerk.

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OFFICE OF THE CHIEF OF ENGINEERS,  
Washington, D. C., January 13, 1876.

SIR: In further compliance with the requirements of the river and harbor act of March 3, 1875, I have the honor to submit herewith a copy of a report to this Office, from Maj. W. P. Craighill, Corps of Engineers, of a survey of Elk River, West Virginia, between its mouth at Charleston and Braxton Court-House, with the view to the improvement of its navigation.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,  
Brigadier-General and Chief of Engineers.

Hon. W. W. BELKNAP,  
Secretary of War.

## SURVEY OF ELK RIVER, IN WEST VIRGINIA, BETWEEN ITS MOUTH AT CHARLESTON AND BRAXTON COURT-HOUSE.

UNITED STATES ENGINEER OFFICE,  
*Baltimore, Md., December 7, 1875.*

GENERAL: The appropriation bill of March 3, 1875, for rivers and harbors, directed an examination or survey to be made of Elk River, in West Virginia, between its mouth at Charleston and Braxton Court-House, otherwise known as Suttonsville.

The total appropriation for surveys was small, so that of necessity a very small sum was disposable for the Elk River, viz, \$500 for the survey of one hundred miles.

The examination was made by Mr. N. H. Hutton, assisted by Mr. C. Humphreys, from the middle of August to the middle of September, 1875, and the information collected in so short a time, over so long a stretch of the river, was much more than I had expected, even from gentlemen of such tested energy and skill as those engaged.

The report of Mr. Hutton, accompanied by two maps, is appended, being dated October 14, 1875.

The note-books of the survey contain much information which could not be exhibited on the maps, for want of time and money. They will, however, be on file in the Engineer Bureau in Washington, for reference, should means be provided for the improvement of the Elk River. The level-books of the survey by Colonel Crozet in 1839, have been obtained from Richmond, Va., and copies of them are also sent to the Engineer Bureau, as they contain much valuable information.

A survey for a railroad up Elk River was made in 1871, by Maj. A. H. Campbell. Some extracts from his report are added hereto, descriptive of the river, the adjacent country, and its mineral and agricultural resources.

The Elk River is one of the chief tributaries of the Great Kanawha. Its course is tortuous, as is shown by the fact that the distance between its mouth and Braxton Court-House is fifty-four miles in a straight line, but one hundred miles by the windings of the stream. The average low-water width is about 200 feet, with narrows at the rapids of about 150 feet width, and occasional portions of about 300 feet width.

The pools vary in depth from 3 to 10 feet, and are separated by rapids over shoals of cobble-stones and gravel, on which there is a depth of only a few inches of water.

The average fall per mile, in the river, within the limits under consideration, is about  $2\frac{1}{2}$  feet, but the fall is not uniformly distributed, being greatest (about 4 feet per mile) in the central section, and less (about 2 feet) in the upper and lower sections. The mean low-water flow may be taken as about 80 cubic feet per second.

Freshets of small height are of frequent occurrence, but rapidly pass off. The annual rise in the spring is about 10 or 12 feet. An extraordinary rise is sometimes had of 25 or 30 feet, but the duration is not great.

The navigation of the river might be considerably improved for bateaux such as are now used, by cutting sluices through the shoals, from 10 to 12 feet wide, and from 10 to 12 inches deep at low water, for about \$100,000. This is about the greatest *open* navigation at low water of which the river is capable.

A slack-water navigation can be easily had, the topography being favorable and materials readily obtained.

An average lift of 12 feet has been assumed, with a depth of 4 feet on the sills of the locks; length of chamber to be 120 feet, with a breadth of 24 feet. Twenty-two locks and dams are required on this basis. The length of crest of dam is taken at an average of 200 feet. The estimated cost is \$1,500,000, if the structures are of masonry. By using timber in part, the estimate for the improvement is reduced to \$1,000,000.

With locks of the dimensions given above, boats carrying 100 tons can be readily accommodated.

A poor dam and lock, badly located, has been built about  $2\frac{1}{2}$  miles above Charleston, under State authority. This should be removed. Its use is not considered in the estimate herewith presented. The estimates in this report must be regarded as approximate, with a margin on the side of fullness.

The papers with this report are:

1. The report (1875) of Mr. N. H. Hutton.
2. Extracts from the report (1871) of Mr. A. H. Campbell.
3. Extracts from letters and reports, furnished by Mr. Hereford, from prominent and reliable gentlemen, giving information as to the value of the minerals, timber, &c., of the Elk River country.

Other documents are sent by express, as follows:

1. Two maps.
2. Manuscript copy of levels of bench-marks and water-surface, from railroad survey of 1871.
3. One book, containing topographical notes of gradienter survey and sketches of dam-sites, 1875.
4. One book, containing gradienter and level notes of survey of 1875, and a copy of the level-notes of Colonel Crozet's survey, made in 1839.

Very respectfully, your obedient servant,

W. P. CRAIGHILL,  
*Major of Engineers.*

Brig. Gen. A. A. HUMPHREYS,  
*Chief of Engineers, U. S. A.*

#### REPORT OF MR. N. H. HUTTON, ASSISTANT ENGINEER.

BALTIMORE, MD., October 14, 1875.

COLONEL: I have the honor to submit the following report of an examination of Elk River, West Virginia, made under your direction, during parts of August and September last.

The portion of the river covered by my instructions extended from its mouth at Charleston (Kanawha Court-House) to Suttonsville, (Braxton Court-House,) a distance, by the course of the river, of just 100 miles, or, in an air-line, 54 miles.

A survey of this section, and for 14 miles above, was made in 1839 by Col. C. Crozet, (engineer of the board of public works of Virginia;) and in 1871 surveys were made, under Maj. A. H. Campbell, C. E., for a railroad extending to Beall's Mill, about 4 miles below Braxton Court-House.

At the time of making this examination, the only accessible records of either of the previous surveys consisted of a general map (scale 1 inch to 1 mile) of Colonel Crozet's survey, showing the outlines of the river, and elevations at each 5 miles, and the elevations of bench-marks and the water-surface at a few points, procured from notes of the railroad-survey by Major Campbell.

Since returning from the field, however, access has been had to Colonel Crozet's field-notes.

The information derived from these sources, together with such as was obtained during our necessarily hurried examination of the past summer, it is believed will supply all the data necessary for a preliminary investigation as to the cost and method of the river's improvement.

A party (consisting of one assistant, a rodman, two boatmen, and a cook) was organized at Charleston, (Kanawha Court-House,) and left there August 20 in one of the bat-



teaux brought down New River in 1874, the intention being to ascend the river to Braxton Court-House as rapidly as possible, and, while descending, to make such examinations as the money at command might permit.

By alternate pushing and rowing, favored by a rise of 1 or 2 feet in the pools, Braxton's Court-House was reached on the 27th August; the return trip was commenced on the 30th, and the party was disbanded at Charleston on September 15.

For 17 miles below Braxton Court-House a continuous survey was made, with a transit-instrument, having a level and micrometer-attachment, by which were obtained bearings or deflections, distances, and differences of elevations.

Finding that this method, even though averaging four miles of survey per day, was absorbing more time than our limited funds would permit, the procurement of courses and distances was abandoned, and the level alone continued, reference being frequently made to the railroad bench-marks, and the sensibly level pools being assumed to be actually so.

The general topographical features of the valley were sketched, using the map of 1839 as a base, and sites were selected and surveyed for 20 dams, with average lifts of 12 feet; the volume of flow of the river was roughly gauged at Upper Mill Creek, in the 80th mile above Charleston, and again at Long Run, in the 50th mile. Owing to the roughness of the river-bottom and sides, its extreme crookedness and irregularity of current, it would require extended observations, with all the appliances of recent experience, to determine the volume of flow of this river with much accuracy; but preferring to err on the safe side, I have used such large co-efficients for resistances that the results, as given, may be considered reliable.

The Elk River, which is the principal tributary of the Kanawha, after New and Greenbrier Rivers, rises among the western slopes of the Alleghanies, closely adjacent to the headwaters of the Gauley; it flows northwesterly through Webster and a part of Braxton County to Braxton Court-House, and thence with a tortuous course southwesterly through Braxton, Clay, and Kanawha Counties, to its junction with the Kanawha at Charleston.

Throughout the 100 miles between Braxton Court-House and Charleston, it maintains a general low-water width of 200 feet, occasionally expanding to 300, and again narrowing at the rapids to 150 or 160 feet. It flows alternately through pools of from 3 to 10 feet depth, and rapid shoals of cobble-stones and gravel, with a depth of a few inches only.

The general features of the valley are the same throughout this section. Steep hill-sides impinge closely upon the water, always on one side or the other, frequently on both. Where they do not touch the river is found a bank of clay and sand, rising from 15 to 35 feet to a narrow strip of high bottom-land, which rarely exceeds a few hundred feet in width. Though the hills recede somewhat above Charleston for 15 or 20 miles, leaving high strips of arable land, yet its amount throughout this whole section is inconsiderable.

The average fall per mile between Braxton Court-House and Charleston is about 2½ feet; but this is unequally distributed, as the central section between Duck Creek and Yankee Dam has a fall of nearly 4 feet per mile, while the upper and lower sections have an average of less than 2 feet. The mean low-water flow of the river, as determined by gauging, is not less than 80 cubic feet per second.

The shoals are, without exception, composed principally of cobble-stones and gravel, washed down from the adjacent creeks, with less than 10 per cent. of stones requiring blasting for their removal.

Sandstone of excellent quality crops out all along the hills bordering the river, and is frequently exposed in the pools at from 5 to 10 feet below the water-surface, as well as along the banks at many of the shoals, and will probably be found at all of them at a few feet under the drift of stone and gravel, as the river exhibits no evidences of such destructive action of the freshets as to have broken away the ledges to any great depth.

As all the shoals exhibit the same features of banks and bottoms, (a hill on one side and a high clay bank on the other,) if a slack-water improvement were to be made, almost any required general height of dam could be obtained, in so far as facilities for foundations and construction are concerned.

The river drains an area of about one thousand six hundred square miles, mostly mountainous or hilly country, from which the rain-fall is rapidly precipitated, causing frequent freshets of greater or less extent, which, however, subside even more rapidly than they rise.

Floods of from 2 to 4 feet in the pools are likely to occur several times during a year: the annual spring floods average 10 or 12 feet in height, and every ten to fifteen years may be expected such rises as of 1861 and of last summer, ranging from 25 to 30 feet above low water. All of these, however, run their courses and subside in from three days to one week.

As stated before, the arable land in the Elk River Valley is too limited in extent to be considered. The back country and adjacent hills, more especially in Webster

County, (above Braxton Court-House,) furnish large quantities of timber, principally poplar, which is floated down to Charleston during floods. Candel, splint, and bituminous coal veins, of great thickness and value, are said to be found all along the river for seventy miles above Charleston, and to some extent still higher. Owing to want of means of transport, none of these are as yet developed to any considerable extent. For the same reason valuable deposits of iron-ore, which are said to be found at many points along the river, have not been at all developed or worked, except at the mouth of Strange Creek, where extensive and costly preparations are being made to produce charcoal-iron.

A company, under a State charter, has been organized, with a view among other things of improving the river, but I believe their efforts so far have been confined to a boom for holding logs, and a badly located and constructed dam  $2\frac{1}{2}$  miles above Charleston. The crest of this dam is  $20\frac{1}{2}$  feet above low water in Elk, and it forms a pool nearly ten miles long, extending to Jarrett's Shoals.

The trade to be developed by the improvement of this river would consist mainly of timber, coal, and iron, but there are no means at present of forming even an approximate estimate of its probable tonnage and value. The low-water volume of the river (amounting, as before stated, to about 80 cubic feet per second) is evidently entirely inadequate to supply the demands of any scheme of "open river" navigation, for if the whole river were formed into one long sluice, extending with a uniform grade from Braxton Court-House to Charleston, it would only form a water-way about 60 feet wide and 9 inches deep.

It is true, however, that for batteaux and canoe transportation, (the only kind now in use,) a considerable improvement might be effected by simply excavating a channel through the shoals, at nearly their present grades, (averaging 1 foot fall in 400,) which would permit the formation of a water-way 10 to 15 feet wide and about 1 foot deep at low water.

The only system of improvement, then, that will render the present water-supply available for the transportation of any considerable amount of tonnage is the slack-water, or system of locks and dams.

Owing to the narrowness and curvature of the river, the method of forming fleets of coal and timber barges and rafts, as is in use in the Kanawha and Ohio, cannot be practicable on this river, and it will therefore not be necessary to consider the subject of movable dams, or dams with navigable passes, as the less expensive permanent dams will answer all the requirements, if a long timber slope or "chute" is projected in their down-stream sides, to facilitate the passage of rafts and flat-boats over their crests during floods.

As before stated, equally desirable sites for dams can be found to suit any arrangement of lifts from pool to pool that may be decided to be most desirable and economical. As the cost of construction, operation, and maintenance increases more rapidly in proportion to the number of locks and dams than to their size, it follows that economy demands such an arrangement as will give the least number of dams, with the longest pools, while not endangering the overflow of the banks and not exceeding the lowest limits of water-supply.

These requirements would seem to be met, in this case, by lifts of 12 feet, with an average height above low-water surface of 16 feet.

With this height, on a crest 200 feet long, it is not probable that even such floods as that of 1861 will overflow to any considerable extent the high banks generally found along this stream.

For present purposes, a depth of 4 feet on the lock-sills has been assumed as sufficient, and a length and width of lock similar to those proposed for the canalized section of the central water-line, viz: 120 feet length by 24 feet breadth.

Locks of these dimensions will permit the passage of boats carrying 100 tons of load. With a 12-foot lift, and an allowance of  $1\frac{1}{2}$  locks full of water to each boat, and 20 per cent. additional for leakage, wash, &c., they will require for each lockage 62,400 cubic feet; the daily low-water flow of the river is not less than 7,000,000 cubic feet, or sufficient for the movement daily (in 24 hours) of 112 boats, carrying 11,200 tons of load, an average of one boat every  $12\frac{1}{2}$  minutes, which is about as rapidly as the locks could be operated, independently of the water-supply.

The loose material forming the shoals can easily be excavated at a small cost for 2 feet in depth below the dams, so that for a 4-foot navigation it will only be necessary to back the water up 2 feet on the lower side of the dam above low-water surface.

The sites for the dams as selected and estimated for, are as follows:

- No. 1. At Beall's Dam, 250 feet long, 8-foot lift.
- No. 2. At Skidmore's Dam, 250 feet long, 10-foot lift.
- No. 3. At Frame's Dam, 270 feet long,  $11\frac{1}{2}$ -foot lift.
- No. 4. At Birch Dam, 250 feet long, 8-foot lift.
- No. 5. At Duck Dam, 200 feet long, 12-foot lift.
- No. 6. At Groves, 250 feet long, 12-foot lift.
- No. 7. At Water's Defeat Shoal, 220 feet long, 12-foot lift.

- No. 8. At Two Run Plains, 230 feet long, 12-foot lift.  
 No. 9. At Turkey Run Shoals, 200 feet long, 12-foot lift.  
 No. 10. At Spread Shoals, 200 feet long, 12-foot lift.  
 No. 11. At White Shoals, 200 feet long, 12-foot lift.  
 No. 12. At Leatherwood Shoals, 200 feet long, 12-foot lift.  
 No. 13. At Blue Knob Shoals, 300 feet long, 12-foot lift.  
 No. 14. At Little Beechy Shoals, 200 feet long, 12-foot lift.  
 No. 15. At Dry Knob Shoals, 200 feet long, 12-foot lift.  
 No. 16. At Ashbey's Dam, 200 feet long, 12-foot lift.  
 No. 17. At Fish Pot Shoals, 200 feet long, 12-foot lift.  
 No. 18. At Queen Shoals, 300 feet long, 12-foot lift.  
 No. 19. At Lower Leatherwood Shoals, 300 feet long, 12-foot lift.  
 No. 20. At Jarrett's Shoals, 200 feet long, 12-foot lift.  
 No. 21. At Porter's Shoals, 200 feet long, 12-foot lift.  
 No. 22. (One-half mile below Elk Dam,) 200 feet long, about 10-foot lift.

This scheme contemplates the removal of the present Elk River Company's dam, 2½ miles above Charleston, and the substitution of two others. The site at Porter's Shoal was covered by Elk Dam pool last summer, and no details could be obtained; rock is exposed at the lower site all across the river.

The average length of dams as above is 230 feet; average height 19 feet (including 5 feet below river-bottom.) It is thought that ledge-rock will be found at all the shoals at this depth, but should this not prove to be the case, the masonry estimate will cover the cost of piling, and timber for foundations. The estimates are made for first-class rubble masonry, laid in cement, dams 10 feet on top, by 14 feet at base, coped with timber and backed with gravel; and it is proposed also to have for each dam a "slope" of timber and stone 30 to 40 feet wide, and 100 to 150 feet long, to facilitate the passage of rafts and barges over their crests in times of floods. It has been thought sufficient for any trade likely to develop in this stream, and considering the short duration of high-waters, to raise the guard-walls to locks only about 2 feet to 4 feet above navigation-level, permitting higher floods to pass over them.

Estimates are also presented for structures of wood and stone combined, of which the first cost will be 30 per cent. less than for stone alone; but they will require a greater annual outlay for repairs, after five years' use, than the masonry system.

The estimate for masonry dams is as follows:

3,000 cubic yards excavation, (loose rock,) at \$1.....	\$3,000
2,000 cubic yards rubble masonry, at \$9.....	18,000
2,500 cubic yards gravel backing, at 50 cents.....	1,250
60,000 feet, board-measure, timber, at 40 cents.....	2,400
5,000 pounds bolts and spikes, at 12 cents.....	600
Coffer-dams, &c.....	3,000

Total for one dam..... 28,250

For one lock:

1,000 yards excavated, (loose rock,) at \$1.....	1,000
2,000 yards embankment, (earth,) at 50 cents.....	1,000
700 yards concrete, at \$5.....	3,500
1,200 yards masonry, at \$10.....	12,000
1,200 yards slope-wall, at \$2.50.....	3,000
50,000 feet, board measure, timber, at \$40.....	2,000
Gates, gearings, &c.....	2,500
4 guard-cribs, at \$250.....	1,000
Lock-house and grounds.....	1,200
Coffer-dams, &c.....	3,000

Total one lock..... 30,200

Total one dam..... 28,250

Total one lock and dam..... 58,450

Total for 22 locks and dams..... 1,285,900

Or, with 20 per cent. added for contingencies..... 1,543,080

Using a combination of stone and timber for the structures would cost about 30 per cent. less, or about..... 1,000,000

To cut sluice-ways through the shoals, 10 to 12 feet wide and 10 to 12 inches deep, will require—

80,000 yards excavation, (loose rock,) at \$1.....	\$80,000
Add for contingencies.....	20,000

Total cost, about..... 1,100,000

Before concluding I would call attention to the results obtained on this survey by the use of the transit with level and micrometer attachment. By comparison with the level and chain and compass survey of 1839 it will be found that for the seventeen miles run in with the transit the measurements and levels were nearly exact, though several sights of 2,000 feet were taken; and over 4 miles per day was made, though the instrument used was found to have several minor defects of arrangement which greatly retarded progress. For all kinds of preliminary lines, especially over rough country, I am satisfied that it is equal, if not superior, to the chain for measurement of distances, and will enable three times the ordinary amount of work to be done in a day.

In this connection, I desire to express my appreciation of the services of Mr. Charles Humphreys, assistant engineer. The instrument used on this survey was his personal property, and whatever merit the results possess is due to his skill and energy under trying circumstances.

With this please find on one sheet a general map and profile of the river from Braxton Court-House to Charleston, scale one inch to one mile, and on a separate sheet the plat (scale 1 inch to 500 feet) of the first or upper seventeen miles of the river surveyed by transit with level and micrometer attachments. The meanderings of the river and its tributaries are copied from Colonel Crozet's map of 1839. The topography, shoals, &c., are from notes of last summer's survey, and the profile made from notes of 1839, corrected by railroad survey of 1871, and the levels taken during this survey. Topographical sketches of the first seventeen miles of this survey, as well as enlarged sketches and details of dam-sites, will be found in the field-book marked A.

Very respectfully, your obedient servant,

N. H. HUTTON.

Col. WILLIAM P. CRAIGHILL,  
*Corps of Engineers, United States Army.*

#### EXTRACTS FROM REPORT OF MAJOR A. H. CAMPBELL.

The valley of the Elk is narrow and tortuous, particularly above Sandy. The banks of the river along the bottom vary from thirty to forty feet in height above low water, and are permanent.

In reference to the coal, timber, and other articles of wealth along the route of this survey, I have to say, briefly, that it was not possible to make a full examination of all the resources of the region traversed by the line of this road, for obvious reasons. Such notes, however, as could be, were incidentally taken in the progress of the survey, and in many instances the elevation and thickness of the coal-seams cropping out adjoining were noted. Coal abounds on the whole line from a point three or four miles above Charleston to the mouth of O'Bryan's Creek, seventy-two miles. There is probably not a mile of land through this whole distance, bordering on the line of the survey, on which a workable seam of coal may not be opened and loaded into cars or boats by inclined planes, and in many instances at grade height. On the north side of Elk, between Little and Big Sandy, no coal was observed, nor were there known to exist any openings in this distance, but it is believed to exist, for it abounds on the south side, and there is a particularly rich vein of cannel-coal on Falling Rock Creek, opposite Jordan's Creek, and about eighteen miles from Charleston.

Observations were taken on the coal in the vicinity of Cooper's Creek, seven or eight miles from the mouth of Elk. It is in this vicinity, on both sides of the river, where the celebrated "Peacock" coal is found. This vein was found to be about 2½ feet thick below Cooper's Creek; and at Carson's, near the salt-works of Chappel, eighteen feet below this, is a vein of good coal six feet thick, and twelve feet below this is another vein four feet thick. These veins alternately crop out as far as Little Sandy. There is a fine seam of coal three feet thick nearly a mile above Big Sandy, and the same vein is supposed to be the one worked at Cobb's, below Broad Run. What is there denominated the "Stockton" vein crops out at the river's edge, opposite Queen Shoals Creek; this vein is seven feet thick, and is supposed by some to be identical with the vein at Cannelton, on the Kanawha River. There is a vein of fine coal, eight feet thick, in the mountain at "Jack's Bend;" this vein is believed to be splint-coal. The largest and most interesting outcrops observed are above and below Clay Court-House, on both sides of the river. The "twin splint vein," as it has been called, seems to be the principal one; and if conjectures are correct as to its identity, at different points observed between Big Beechy Creek and Wild Goose shoals, it varies from five to twelve feet in thickness. At Salisbury's, or Leatherwood, it was found to be five feet thick; at Pisgah Creek, south side, twelve feet; at one and one-fourth miles below Clay Court-House, eleven feet; and at Clay Court-House, 11 feet; and opposite Big Buffalo, it is eleven feet thick. This seam is supposed to crop out at the

water's edge at Wild Goose Island and shoals. About forty-two feet above this vein is a seam of cannel-shale two feet thick, said to be rich in oil.

The several points at which the several veins have been opened along the banks of Elk above the mouth of Big Sandy are numerous, and there may be mentioned among the most prominent points, Wolf Island shoals, mouth of Porter's Creek, on north and south side under "Black Flint Ledge," on same side near Masten's, Birch Run, Little Sycamore and Big Sycamore, on both sides of the river; at Pierson's, on the north side; Philadelphia Creeks, Little Beechy and Big Beechy Creeks, Camp Creek, on both sides; Pisgah, on south side; at Salisbury's; below and at Clay Court-House, mouth of Buffalo; Wild Goose Island Shoals; Big Spread Shoals; "Lamb Place;" Standing Rock Creek above Chapman's; Waggy's, south side; at Grove's mill, under water, and at Bryan's Creek, on north side. Besides these there are many intermediate openings, either on the river or a short distance up the creeks and smaller streams. In a word, Elk River may be said to traverse for sixty or seventy miles as valuable a bituminous coal area as exists in the world. From the mouth of Queen Shoals Creek to O'Bryan's Creek the lands on both sides of the Elk River cover from three to seven veins of coal, varying in thickness from two to twelve feet, all having their outcrops near the water and the grade of the railroad, so that from nearly all points this material is easily accessible.

This great coal-field rises gradually to the southeast in the direction of Gauley River, at a grade of from thirty to seventy feet per mile, keeping above the water-level until it reaches near the top of the water-shed between Elk and Gauley Rivers, leaving an outcrop on the Gauley side of the dividing-ridge between these rivers. Here Gauley, though geographically from five to eight hundred feet higher than Elk, has cut its way down through this great coal deposit from eight hundred to one thousand feet deeper than the Elk basin, thus exposing the outcrops of many veins which lie beneath the water-level of Elk and its tributaries. The dip of the stratification of this coal-deposit being from Gauley towards Elk, and the water-shed being much nearer to Gauley than to Elk, most of the land between these two rivers is drained by streams flowing into the latter river, heading ten or twelve miles back. These streams also cut deep into the coal-deposits from their sources to their mouths, keeping on the same general grade of their stratification, thus exposing the same seams of coal nearly throughout their whole course, which are found to have their outcrops on Elk River, so that it will be observed that the whole region drained by these southern tributaries of Elk is workable, being accessible on all sides.

On the northwest side of the Elk, the general dip of the strata being in that direction, the area of coal is not so great above the water-level of Elk.

The quality of the coal in the Elk fields is very superior, being of the pure splint, splinty bituminous, and other intermediate varieties, with traces of cannel-shale, rich in oil. Pure cannel above Queen Shoals was not observed, but it is believed that it will be found to exist in this region. Good coal exists, but is not so abundant nor in so great variety between Elk, in Braxton County, and Weston. A vein of five feet has recently been discovered on Little Otter Creek, on the lands of the Little Otter Salt Company. This coal-field seems to be drained by Cedar Creek, and crops out on Little Kanawha as low down as Glenville, or vicinity. There seem to be two seams of coal in this region, one of four or five feet, and the other of six or eight feet in thickness, and over a hundred feet apart; the lower seam is represented to be of an excellent quality, entirely free from sulphur and highly bituminous; it seems to partake of the character of splint-coal. As a smelting agent in its "raw" state, it is believed the Elk River splint-coal has no equal. It and other coals abound in vast quantities, and of itself alone will in time afford all the traffic a railroad can manage.

#### TIMBER.

As a timber region Elk River and its tributaries have, probably, no equal on the continent for the kinds of wood that abound, and this is true of the entire region traversed by this road from Big Sandy to Weston on all routes. Among the hard woods, white oak predominates; on the tops of the ridges rock-oak abounds; sugar-maple, and hickory are also common; walnut, white and black chestnut, lime, ash, and poplar also abound. White oak, poplar, and chestnut are the most abundant kinds generally distributed; beech is also plentiful, and less valuable trees, such as black birch, buckeye, and sweet gum; in some localities hemlock.

#### IRON-ORE.

This ore is said to be abundant throughout the entire route of the survey. It is to be seen scattered more or less over the whole country, but I believe it has been rarely found in sufficiently large quantities to make it profitable to mine or collect it under present conditions. I am satisfied, however, that much of this valuable ore does exist, and when roads and railroads and other improvements are made throughout the land, it will be profitable to have it collected and concentrated upon the line of the railroad for shipment. Very many beds of it, in some of its varieties, are said to exist on Cedar Creek and its tributaries. Indications of iron are met with almost everywhere; the shoals of Elk contain large quantities of it.

## SALT.

Salt-water of superior quality is found along the line of this survey, between Elk and Little Kanawha Rivers, in Braxton County. These facts are too well known to require more than a brief notice.

## SOIL.

Richness of soil is proverbial of West Virginia, in nearly every section of the State. Along the line of this road it is good nearly everywhere; even on some of the steeper slopes along the valley of the Elk.

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EXTRACTS FROM LETTERS AND REPORTS FURNISHED BY MR. HEREFORD, FROM PROMINENT AND RELIABLE GENTLEMEN, GIVING INFORMATION AS TO THE VALUE OF THE MINERALS, TIMBER, &C., OF THE ELK RIVER COUNTRY.

## 1.

CHARLESTON, W. VA., November 10, 1875.

My DEAR MAJOR: I am just in receipt of your note, making special inquiries of the commercial resources of Elk River Valley.

The Elk can be successfully locked and dammed for one hundred miles above its mouth. It runs through a country heavily timbered with pine, walnut, cherry, oaks, poplar, maples, hemlock, and sycamore of the best quality. The iron-veins vary from 2 to 5 feet, and iron abounds in great quantities through the counties of Kanawha, Clay and Braxton. One furnace (iron) has been erected seventy miles from the mouth of Elk, in Clay County, at a cost of over \$100,000, and will begin the manufacture of iron during this month.

One other iron-furnace is now being built upon the Elk, and several more will be begun in the spring. The coals are not surpassed by anything upon this continent. The cannel-coal was first found upon the Elk, and a good deal was shipped from the mouth of Sandy River, twenty miles up the Elk, in 1849, '50, '51, '52, to New Orleans, for the use of Government steamers. The cannel-coal of the Elk is inexhaustible, and is found continuously from five miles above its mouth for sixty miles up and on both sides of the river. The veins of splint-coal vary from 4 to 12 feet thick, and are continuous. The soft coals are found along the entire length of the river. It is estimated that there are 70 feet of coals in the hill.

Yours, truly,

T. B. SWANN.

Hon. F. HEREFORD.

## 2.

WHEELING, W. VA., November 13, 1875.

I would say that the coal and iron interests of that river are very great, and that, when the latter are properly examined, they will, in all probability, be found to be more important than now supposed.

The geological formation of the region through which the Elk flows for 100 miles, as we ascend from its mouth, is composed of the lower coal-measures, and of what is known in other States as the barren measures, a misnomer in the Kanawha coal-field, as they contain one or two good veins of coal. These barren measures are, geologically, the highest or newest strata, and a bed of black flint forms a well-marked boundary between them and the lower measures, which latter are about 950 feet thick, and contain seam upon seam of the finest bituminous, splint, and cannel coals. To show the richness of this member of the geological column, I would mention that on the Kanawha, and but 10 or 12 miles from the waters of Elk, I know of one section that, above water-level, shows 21 seams, 14 of which have been opened, with a total thickness of 51 feet. Immediately on Elk, owing to the dip of the strata, the greater part of these rich coal-bearing rocks are below the level of the streams, but the coals can be easily gotten at by shafting, which, however, will not have to be resorted to before a very remote period, as there is still enough left above water-level to supply the wants of numberless coal operations. This is better appreciated when it is remembered that an acre of coal 4 feet thick contains 6,440 tons, or 4,121,600 tons per square mile; and I can now recall, without referring to any note-books, various seams I have examined containing from 3 feet to 6 feet and 7 feet of clear coal. In short, I consider the Elk River coal region as a very important one in West Virginia, and it is one that is now almost totally undeveloped.

H. EX. 69—2

The iron-ores to be expected are those of the carbonaceous strata, viz, black band, carbonates, and oxides.

Of the first-named very valuable class of ore no workable deposits have yet been found on the waters of this stream, but this by no means proves its absence. On the contrary, there are several good reasons why expectations as to its presence should be realized. In the first place, the strata are of that geological horizon in which this ore properly belongs. Secondly, the existence of black band of the best quality in the Kanawha coal-field, of which the Elk region is a part, is an assured fact; for on Davis Creek, which empties into the Kanawha on the south side, some 5 miles below the mouth of Elk, a bed some 4 feet thick, containing 33 per cent. of metallic iron in the crude state and 65 per cent. in the roasted, was opened in 1874. Thirdly, on the waters of Twenty Mile, a few miles over the divide between the streams of Gauley and those of Elk, and on Little Sycamore, of Elk, I have found beds of this class of ore. True, these exposures are very poor, but still are of value in showing that we are in a black-band region, and form the basis for a just and reasonable expectation that better can be found.

Of carbonate of iron I have seen one seam on Little Sycamore. It contained some very fine ore, but as I saw it was too thin to be of value, though since my visit (15 months ago) I have been informed that it is improving as it is driven in. The same reason that is applicable to probable future discoveries of black band is applicable to this.

And in conjunction with these ores I would say that, possessing no attraction to the inhabitants, they have been always passed by without notice, little or no exploration having been made previous to my examination of the country in 1874, and but little is known beyond what I have just stated.

The oxides are usually the result of decomposition of carbonates, and, so far as discovered, constitute the workable ore of the district. At Standing Rock Creek I visited an opening showing 5 feet of it, and at several other places farther up the river I saw other seams that were exceedingly promising. This ore is soft and cellular, and will smelt easily. It contains from 35 per cent. to 40 per cent. of metallic iron, but, to make a metal of the best quality, should be mixed with the richer ores of Virginia, Missouri, or other places. There are many places on Elk that I would expect this ore to occur. As the best proof of the value that is attached to it, I would remark that a furnace is now being constructed to smelt it 70 miles up the river, and all transportation thereto from the Kanawha is carried on in canoes. This enterprise, however, may be a little too hasty. At any rate, a general development of the ores and coals on this stream can easily be effected by regular transportation by rail or slackwater improvement.

Hoping these hastily-arranged facts may be of use to you, I remain,

Yours, very truly,

M. F. MAURI.

Hon. F. HEREFORD.

3.

ELK RIVER IRON AND COAL COMPANY,  
MANUFACTURERS OF SUPERIOR COLD-BLAST PIG-IRON,  
Strange Creek P. O., Braxton County, W. Va., November 18, 1875.

The capacity of our furnace will be 15 tons of cold-blast or 20 tons of hot-blast iron per day. The ore and lime, of the very best quality, are found in abundance, and would be inexhaustible for many furnaces, and as our furnace is built expressly for charcoal, all parties having any acquaintance from Charleston to Sutton, know that the supply of timber is inexhaustible.

ELK RIVER IRON AND COAL COMPANY,  
Per R. HOOP.

F. J. BRAXTON, Esq.

4.

CHARLESTON, KANAWHA COUNTY, W. VA.,  
November 22, 1875.

DEAR SIR: The whole of the Elk country for at least one hundred miles from its mouth is remarkable in its wealth of timber and coal, and, later developments indicate, in iron also.

**Timber.**—The forests are filled with white oak, and all the other oaks known to the temperate zone; chestnut, ash, linden, walnut, locust, cherry, tulip-tree or poplar, hemlock, and hard pine, but the last two are not so plentiful as the others.

These forests, in their present isolated situation, are being largely devastated by parties who neither know nor care for the value of these woods, nor appreciate the scarcity of such timber in the Union, and its great necessity for the various industries of the country.

Lumbering is conducted in the most primitive and careless manner, without capital and with great waste and little profit.

The improvement of the river will give great value to these forests, open them up to active use, and furnish the country with wood, now in large demand, and with scanty supply.

The country is almost inaccessible; luxuries, and even necessary supplies, must be transported on horseback or in small canoes or push-boats, and men of capital and enterprise will not undertake the work of developing these resources under such circumstances, nor can it be done with reasonable profit.

Elk River has numerous tributary streams, ranging from one to thirty miles in length, many of which are large enough for lumbering purposes, and if the river was improved there is no question that the mouths of each of these streams would be the seat of important lumbering enterprises.

Coal is abundant, and, as I understand, of very superior quality and in seams of remarkable thickness. The first cannel-coal discovered in Kanawha County was opened upon Falling-Rock Creek, emptying about eighteen miles above the mouth of the river.

For some time the impression prevailed that cannel-coal deposits existed only upon Elk, and investigations were made for its discovery. No attention was paid to other coals at that time, because of the relative inaccessibility of these lands.

I have seen the cannel-coal seam on Mill Creek, a branch of Elk River, and, as now recollected, it is from five to six feet thick, and of very superior quality.

The seam on Falling Rock Creek, of Elk River, I have also seen. It is about three feet thick, and is claimed by many to be superior in quality to any discovered in this valley.

I have seen another seam of coal about four feet thick, upon the river-front of Elk River about twenty-five miles above the mouth. This seam is one-half splint and one-half cannel. Just under the seam and at the foot of the hill is a large seam of coal, either bituminous or splint, claimed to be eleven feet in thickness, and certainly from its appearance to me, not less than eight feet in thickness.

These seams are mentioned because I have seen them; they are but a small part of the coal resources of the stream. Some of the tributaries of Elk River, notably Blue Creek, which is some twenty-five miles long, penetrate the coal regions of the upper Kanawha, which have been thoroughly tested, and the reputation of which are so well established.

The coal region of the Elk has always borne a high reputation among all who have known it, and that reputation has been fully sustained by the professional examination of Mr. M. F. Maury and Prof. Andrews.

There is no question that the improvement of Elk River, to be made at a cost comparatively so small, will open up at least one and a half millions of acres of superior coal lands, now wholly valueless so far as its mineral wealth is concerned, and that even a larger area of timber lands of great value will thus be made available.

There are reports of large and valuable deposits of iron-ore, but until recently no special importance was attached to them because no person of competent information had examined them.

Recently the establishment of iron-works on Elk River by experienced iron men, and the very favorable report upon these ores by Mr. M. F. Maury, has awakened new interest in these matters.

Very truly, your friend,

J. N. SMITH.

HON. FRANK HEREFORD.



5.

LEWISBURGH, W. VA.

November 23, 1875.

DEAR SIR: In answer to your inquiry in regard to the valley up Elk River.

\* \* \* \* \*

I would begin by saying that I have been along Elk River from head to mouth, and in some respects know it well. The river itself is about one hundred and eighty miles long, with rather a narrow water-shed for its length, but remarkable for its large underground drainage, of a limestone country at its head, being a river, you may say, from the first; and fed so much by springs as to be more lasting in its flow than the rivers north and south of it. As to the timber, the quantity throughout its entire length of valuable white oak, walnut, ash, locust, and poplar, is, as you know, very great; indeed, as a source of supply for Government ship-timber, it cannot much longer remain unappreciated.

The river itself is deep as a water-cut, and peculiarly free from falls. Passing through the West Virginia coal-field at its broadest place, seams of valuable coal, from three to seven feet thick, are found all along from head to mouth, extending eastward. I should think, some fifty miles farther than along the New River valley. Iron ore is found almost everywhere, but of its quantity and quality I would speak with some timidity, but for the fact that practical iron-men from Jackson County, Ohio, within the last two years, examined the valley in that respect, and not only pronounced the ores valuable and abundant, but are now acting on their belief in the erection of a furnace now just about complete, some eighty miles up the river, and have bought land, and contemplate the building of another, still higher up. Black-band ore is said to be found in Clay County, some forty miles up Elk. I have seen it, but know too little of the subject to say anything about it. The Blue Mountain limestone, such as you have in Monroe, sets in at Webster Court-House on the river, one hundred and forty miles from its mouth, and from there up to its head is abundant, forming, as it were, the bed-rock of the river. From there to the mouth more or less lime, especially the conglomerate, is found; also, various veins of that species out of which hydraulic cement is made. Cannel-coal is found in several places; for example, near the mouth of Laurel Creek, some twelve miles above Braxton Court-House, and at other points lower down. Also, a remarkable vein of cannel-shale, which yields, in quantity, a fine, heavy, lubricating oil, is found at Clay Court-House, fifty miles above Charleston.

There are many mineral springs; notably the Salt Sulphur at Webster Court-House, of which you have heard, which is regarded by those who know it as the most remarkable medicinal water in the State. Salt water is found from Webster Court-House to Charleston, at depths ranging from two hundred to eight hundred feet; there being, as you know, now in operation quite a successful salt-furnace, on a small scale, five miles below Braxton Court-House. The country is hilly and broken, but soil rich; a fine red-clay subsoil extending almost throughout the valley; as yet thinly settled, but well adapted to grain, grass, and fruit, especially to the improved grape, and to growing tobacco, by reason of the climate, which I take to be the mildest in the State.

\* \* \* \* \*

Yours, &c.,

H. A. HOLT.

HON. FRANK HEREFORD.

O

SURVEY OF LITTLE NARRAGANSETT BAY, RHODE ISLAND  
AND CONNECTICUT.

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L E T T E R

FROM

THE CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING,

*In compliance with provisions of act of March 3, 1875, a report of Maj.  
G. K. Warren, Corps of Engineers, on the survey of Little Narragansett  
Bay, Rhode Island and Connecticut.*

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JANUARY 18, 1876.—Referred to the Committee on Commerce and ordered to be printed.

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WAR DEPARTMENT,  
January 13, 1876.

The chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the House of Representatives, in compliance with the requirements of the act of March 3, 1875, a copy of the report of Maj. G. K. Warren, Corps of Engineers, on the survey of Little Narragansett Bay; Rhode Island and Connecticut.

H. T. CROSBY,  
Chief Clerk.

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OFFICE OF THE CHIEF OF ENGINEERS,  
Washington, D. C., January 11, 1876.

SIR: To comply with the requirements of the act of March 3, 1875, making appropriations for the repair, preservation, and completion of certain public works on rivers and harbors, I have the honor to submit herewith a copy of a report from Maj. G. K. Warren, Corps of Engineers, of the results of the survey of Little Narragansett Bay, Rhode Island and Connecticut, with the view to the improvement of its navigation.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,  
Brigadier-General and Chief of Engineers.

HON. W. W. BELKNAP,  
Secretary of War.

## SURVEY OF LITTLE NARRAGANSETT BAY, RHODE ISLAND AND CONNECTICUT.

ENGINEER OFFICE, UNITED STATES ARMY.

*Newport, R. I., November 30, 1875.*

GENERAL: I have the honor to present herewith the map of the survey of Little Narragansett Bay, placed under my charge by your instructions dated March 22, 1875, having been authorized by the act for rivers and harbors, approved March 3, 1875. This map is on a scale of 400 feet to the inch, and is made to connect with our former surveys of Pawcatuck River, which flows into it, and the survey of Stonington Harbor, contiguous to this bay on the west side.

A description of the method of conducting the survey and the character of the bay and its environs is given in the report of Assistant Engineer H. A. Bently, sent herewith. In this report, special obstructions to navigation are described, and an estimate of the cost of removing them is given.

This bay is separated from the portion of the ocean known as Block Island Sound by a sand-beach, which has been formed by the ocean waves between Watch Hill and Napatree Point. Both these elevations are of glacial drift, and the latter would be an island but for the connecting beach. The motion of the sand, as washed by the ocean waves, is from Watch Hill toward Napatree Point, and this motion continues on past the point, producing a long sand-spit running north. This has been gradually extending since first surveyed by the United States Coast Survey in 1839. It was resurveyed by them in 1855, the extension in the intervening time having been 1,000 feet, or at the rate of  $62\frac{1}{2}$  feet per annum. Since 1855, a period of twenty years, our survey shows a further extension of 650 feet, or  $32\frac{1}{2}$  feet per annum. The distance from the point at present to the main channel, in the direction in which the point is now making out, is 1,200 feet, and, with the decreasing rate of progression, it will take a number of years to reach it. When this limit is reached it will become necessary to arrest its further extension by catch-jetties.

Little Narragansett Bay serves as a catch-basin for the littoral sands washed in by the ocean waves, and thus preserves the harbor of Stonington. It has, however, itself become filled up across the middle part so as to afford to vessels no draught greater than  $4\frac{1}{2}$  feet at mean low water. On the south half of this shoal it is sand, brought in and swept around the sand-spit as it advanced; on the northern part it is mud. This latter is necessarily of slow growth, and an adequate channel, once cut through it, would long remain open. This would not be the case with a channel cut through the sandy portions, which would be under the influence of further deposits of sand brought around the sand-spit, and also liable to fill up in the sides from wave-action. We propose, therefore, to cut through the shoal as far away from the sand-spit and as near the opposite shore as practicable. The line selected follows some natural deep places, and has good land-marks by contiguous high points.

This proposed route is at considerable distance from the route ordinarily used, passing near Dennison's rocks, through the middle of the bay and near the sand deposits. It will be more easily improved, will be easier to find and follow in fogs on account of its proximity to the shore, and will avoid the danger of getting on Dennison's rocks. Some rocks, not in the channel that it is proposed to dredge, will need removal, and the expense of this is included. The dredged material can be

dumped in the south part of the bay near the beach. The mean rise of the tide is about 2.71 feet. The channel proposed will be 200 feet wide and  $7\frac{1}{2}$  feet deep at mean low water. The whole improvement will cost \$50,000, and it is desirable to have at least half this amount to begin the work with, so that the benefit of making an available channel through it of 100 feet width can be had the first year.

This bay is in the collection-districts of Providence and Stonington; the latter is the nearest port of entry.

The revenue collected during the fiscal year ending June 30, 1875, was, at Stonington \$2,376, at Providence \$157,658.34.

The improvement is especially beneficial to the navigation of the Pawcatuck River, up to the manufactories and granite quarries at Westerly. The United States have been improving this river the last four years.

Very respectfully,

G. K. WARREN,

*Major of Engineers, Brevet Major-General, U. S. A.*

Brig. Gen. A. A. HUMPHREYS,

*Chief of Engineers, U. S. A.*

#### REPORT OF MR. H. A. BENTLEY, ASSISTANT ENGINEER.

ENGINEER'S OFFICE, UNITED STATES ARMY,  
*Newport, R. I., November 26, 1875.*

GENERAL: I have the honor to submit the following report of the survey of Little Narragansett Bay, Rhode Island and Connecticut, made in accordance with verbal directions received from you. This report is divided into three different heads: the first is a general description of the country and shores surrounding the bay, and an account of the extension of Napatree Point; the second describes the survey; and the third treats of the proposed improvements.

#### DESCRIPTION OF SURROUNDING SHORES, &C.

Little Narragansett Bay is at the outlet of Pawcatuck River, and is between Stonington and Watch Hill. It is separated from the ocean by a sand-beach joining Watch Hill and Napatree Point, and another west of the point, the whole about three miles long, leaving an opening between its end and Stonington, about one mile wide.

Beginning the description at Stonington Point, which makes out between Stonington harbor and the bay, and on which the borough of Stonington is located, the extreme point is formed of a deposit of boulders of various sizes. From here around the bay to the railroad the shore is well covered with boulders, with some marsh, and, a little farther back, ledge-rock. Along the railroad, to the east side of the Wicketequack River, the shore is of the same general character. Ledwood's Island is at the mouth of the Wicketequack; it is high with rock, both in place and as boulders, and is connected with the main shore by an embankment and wooden bridge. From the railroad, along the east bank of the Wicketequack, to the point running into the bay, the shore is low and marshy, with a ridge of high land about 300 feet back. Between this ridge and Pawcatuck Point the shore is generally low and swampy, with frequent indentations or little bays of water; this marshy country runs back from the bay nearly three-fourths of a mile. The point at station G, and the one between it and Pawcatuck Point, are about 5 feet higher than the surrounding marsh, and are covered with brush and boulders.

At Pawcatuck Point the shore forms a gradual slope up from the water-line; it is well covered with boulders.

With the other shore we will commence the description at Rhodes's Point, across the river from Pawcatuck Point. The shore is well covered with boulders, with an occasional low, marshy place; this topography continues until we reach Watch Hill, where the land only differs in being a little higher.

Watch Hill Point extends into the ocean about 1,600 feet; it is from 10 to 15 feet high and is covered with boulders. Running out from Watch Hill, in a westerly direction, is the sand-beach, which runs to Napatree Point, before referred to; it varies in height from 8 to 20 feet, attaining its greatest elevation near Watch Hill. It is cov-

ered with beach-grass above high-water line. The material of which the beach is formed is, as far as can be seen, sand; except on the ocean-side, where there is, just above high-water line, a narrow strip of gravel. At Napatree Point there is an entirely different formation. A knoll about 25 feet high forms the extreme point; there are boulders cropping out over the surface; and a section through, that is, as much as can be seen from the steep bank toward the sound, shows it to be full of rocks. The surface of this knoll is covered with ordinary field-grass; the soil is much richer than that on the beach, and will grow ordinary kitchen vegetables.

This mound, which is about 800 feet long by 400 feet wide, has every appearance of having formerly been an island, to which the beaches were in the course of time joined. It is only at the two probable points of junction that either of the beaches show any signs of breaches. At one, (cross-section 4 on map,) the ocean during storms has been known by the people of the vicinity to break through the beach and maintain a connection with the waters of the bay for several hours. At the other place (cross-section 5) there is every physical evidence of the same thing having occurred, but it is sustained by no witnesses. The "oldest inhabitant" recollects an opening near Watch Hill, (cross-section 1,) through which small boats could pass. The beach at this place, however, shows no evidences of any such break.

Northeast of the knoll, and forming part of Napatree Point, there is a low swampy place, separated from the bay by a low sandy beach. Northerly from Napatree Point, and about at right angles with the first beach, extends the second or Sandy Point Beach. It is much lower than the first beach, at no place being more than 9 feet high. It is about a mile and a half long. There is a pond near the upper end with 2½ feet of water at the time of survey, June, 1875. The upper end of this beach is known as Sandy Point.

It is constantly extending, as is shown by the surveys of 1839, 1855, and 1875. Between 1839 and 1855, it extended 1,000 feet, being at the rate of 62½ feet per year. Between 1855 and 1875 it extended 650 feet, or at the rate of 32½ feet. It probably has a decreasing rate of growth, as the opening between it and the opposite side narrows. There is an exception to this, shown in the form of the beach made between the years 1839 and 1855, where it is of so much less width than that immediately preceding and following it, that it would seem to indicate a rapid growth.

The crest of the bar on the inside opposite Sandy Point, the upper end of which is known as White Bar, shows an indentation of deep water, which seems to indicate a lack of time in the process of filling up; that is, a rapid growth of the beach was followed by a corresponding growth in direction of the bar, and the beach subsequently, when growing more slowly in length but increasing in breadth, was, as may be seen from the map, followed by the bar, leaving the indentation mentioned.

#### SURVEY.

The survey of the bay was commenced June 11, 1875. It was extended slightly beyond the limits prescribed in the bill ordering it, viz, "from Dennison's Rock to Rhode's Folly," in order to take in obstructions that the prescribed space would not cover, and also to connect with the surveys of Pawcatuck River and Stonington Harbor, previously made under your direction. The survey as thus made, gives us, by its connections, a complete map from Westerly to Stonington Harbor, inclusive.

A line was first measured on Sandy Point Beach to serve as a primary base-line of the system of triangulation, with which the area to be surveyed was covered.

The accuracy of the triangulations was tested by a measured base on the other end of the system, the measured distance being only  $\frac{1}{16}$  of a foot different from the same line as calculated by using the primary base, and carrying the calculations through the system to this test-base. The triangulations were made with an ordinary transit, and the small difference between the measured and the calculated distance is as near an agreement as could be expected with the instruments used, and for all practical purposes it is just as good as a perfect agreement, the error being a less distance than can be shown by the scale on which the survey is plotted. Connections were made by triangulation with the coast-survey station at Watch Hill, and with the Stonington and Watch-Hill lights.

On the completion of the triangulations traverse lines were run, or soundings made, as the weather was more favorable for the one than the other. The traverse lines were run around the shores to take the topography, and they were connected with the triangulation stations.

The soundings were located by two instruments measuring angles to them from the ends of known bases. These bases were, as a general thing, the sides of triangles, forming part of the system of triangulation.

Sections of Napatree and Sandy Point beaches were taken at characteristic points by the ordinary method of leveling. The soundings and sections were referred to the mean low-water plane established in 1871, in the survey of Stonington Harbor. A tide-gauge was set up at Watch-Hill Landing and read simultaneously with one at

Stonington. No regular difference was observed between the rise and fall of the tide at the two places, except in time, high and low water occurring about 30 minutes later at Watch Hill. The rise and fall would sometimes vary  $\frac{1}{10}$  foot, but generally it was within  $\frac{1}{8}$  foot. The mean rise and fall of tide, according to the observations of 1871, is 2.71 feet. The map of this survey is platted on a scale of 400 feet to the inch. On this map, besides the soundings, topography, &c., are shown the characteristic sections of the beaches. Horizontal scale 100 feet to the inch, vertical scale 50 feet to the inch. Also a detached plan of Sandy Point below, same scale as the general map, which shows the different phases of the beach in 1839, 1855, and 1875. The surveys of the first two years were made by the United States Coast Survey.

The triangulation stations are indicated on the map by letters, the traverse station by numbers. A description of the bench-mark established at Watch Hill for a low-water reference, will be found on the map. The bench-mark is the highest point of a large boulder at Watch Hill Landing; it is 12.07 feet above mean low water. The bench-mark at Stonington described in the report on the survey (see Report Chief of Engineers, 1872, page 919) as the lowest step at the west door of lighthouse, was found by comparison with other bench-marks given in the same report to be, not the lowest step, but the next one above.

The soundings made show a depth of  $7\frac{1}{2}$  feet at mean low water making in from the sound for a distance of 1,800 feet above Sandy Point. A corresponding depth also makes down from the mouth of the Pawcatuck to within 1,200 feet of the beach at Napatree Point. These two channels are separated from each other by about 4,500 feet in length, of shallow water of  $3\frac{1}{2}$  to  $4\frac{1}{2}$  feet deep, covered for the most part with eel-grass. The bottom in the vicinity of White Bar is sand, while along the north shore it is soft mud, with scattering boulders along the shore-line. A line from Tension's rocks to the south end of Ledwood's Island is the course of the deepest water across the above-mentioned shoal, and is the course taken by vessels navigating the bay.

#### IMPROVEMENTS NEEDED.

To connect the deep water on either side of the shoal, and maintain the connection, is the principal improvement sought. The appearance of eel-grass on the shoal indicates that there is no shoaling to be feared from shifting sands, except as the bar inside Sandy Point encroaches. To escape this danger, the proposed channel to be made by dredging was located by you along the north shore of the bay. It united with this advantage that of being close enough to the shore to give good sailing-ranges. The cost of making the channel here would be about the same as one made where the present channel is.

The proposed channel is 200 feet wide and  $7\frac{1}{2}$  feet deep at mean low water.

The interests asking an improvement at this place are the commerce of Westerly, at the head of navigation in the Pawcatuck River, and the steamboat interest of Watch Hill.

The General Government has already improved Pawcatuck River to a draught of 5 $\frac{1}{2}$  feet at mean low water, a foot more than can be brought across the bay. The full benefit will not be derived from this completed improvement until a greater depth is made in the bay. A greater draught was made in the Pawcatuck than could be taken across the shoal at its mouth, for the reason that all navigation here is done at high water, and, when getting through the bay at that stage of tide, the tide in the upper part of the river would be falling before a vessel could reach there.

In the proposed improvements of the bay, the estimates have been made for a draught of  $7\frac{1}{2}$  feet at mean low water; this will allow vessels to come over the bay earlier and give them plenty of time to get to Westerly before the tide turns. It will also allow greater-draught vessels than can get to Westerly to take advantage of the tide and get as far as Lottery before lightering to go above. The lightering is now done at Stonington, four or five miles away by water.

The material along the line of the proposed channel is soft mud and sand, except at Pawcatuck Point, where, for a distance of about 300 feet, there is a layer of shells over the mud and with boulders of various sizes interspersed. The size of the boulders could not be estimated accurately, as in many instances but a part of the surfaces were above the bottom; a rough estimate would be from 5 to 20 tons.

Besides the making of a channel through the bay, an improvement is needed at Rhodes' Folly. The "Folly" is a heap of small stone placed in the side of the channel, and which formerly served as the foundation of a building put there to evade the liquor-law. The site of the building was supposed at the time it was built to be the dividing-point of the three States, New York, Connecticut, and Rhode Island. The channel at this place is barely 200 feet wide, with a sharp turn in it. The removal of about 75 feet of the "Folly" would very much help the place and would not be very expensive.

Northeast of the "Folly" are two large rocks, probably boulders, of about 40 tons each; one is directly in the channel and the other on the edge. There is but 4.50 feet of

water at mean low water at the shoalest places on these rocks, and they are a source of great danger and trouble. An estimate for the removal of these rocks and the improvement of the "Folly" is added further on in this report.

The only other obstruction which was discovered during the survey is a clump of rocks in the cove at Watch Hill Landing. The steamer *Massasoit* struck on these rocks a few years ago and sunk at the wharf at Watch Hill, with barely time to land several hundred passengers on board at the time. The rocks are small; the largest being probably less than 4 tons, and there are only a few of them. An estimate for their removal is added.

The material dredged during the proposed improvement could all be deposited inside the beach at the deep water near Napatree Point.

*Estimate for the entire improvement.*

For a channel across flats, 2,600 feet wide, 6½ feet deep at mean low water, would require the removal of—	
190,000 cubic yards sand and mud, at 18 cents per cubic yard.....	\$34,200
12,000 cubic yards shells and rocks, at 75 cents per cubic yard.....	9,000
For dredging at Rhodes' Folly to make an increased width of 75 feet:	
4,000 cubic yards, at 30 cents per cubic yard.....	1,200
Removal of rocks near "Folly".....	700
Removal of rocks at Watch Hill Landing.....	200
Superintendence and contingencies.....	5,700
Total.....	51,000

I was assisted on the survey by Messrs. L. S. Chase and William P. Jewett, assistant engineers.

Respectfully submitted.

H. A. BENTLEY.

General G. K. WARREN,  
Major of Engineers U. S. A.

SURVEY OF MATINICUS ISLAND HARBOR, AND BELFAST  
BAY AND HARBOR, MAINE; AND IPSWICH BAY AND  
HARBOR, MASSACHUSETTS.

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LETTER

FROM THE

CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING,

*In compliance with the act of March 3, 1875, copies of the reports of Lieutenant-Colonel Thom, Corps of Engineers, of surveys of Matinicus Island Harbor, and Belfast Bay and Harbor, Maine, and Ipswich Bay and Harbor, Massachusetts.*

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JANUARY 18, 1876.—Referred to the Committee on Commerce and ordered to be printed.

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WAR DEPARTMENT,

January 13, 1876.

The chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the House of Representatives, in compliance with the provisions of the act of March 3, 1875, copies of reports of Lieut. Col. George Thom, Corps of Engineers, of surveys of Matinicus Island Harbor, and Belfast Bay and Harbor, Maine, and at Ipswich Bay and Harbor, Massachusetts.

H. T. CROSBY,  
Chief Clerk.

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OFFICE OF THE CHIEF OF ENGINEERS,

Washington, D. C., January 11, 1876.

SIR: I have the honor to submit herewith, copies of reports to this Office from Lieut. Col. George Thom, Corps of Engineers, of the results of surveys made, to comply with provisions of the river and harbor act of March 3, 1875, at Matinicus Island Harbor, and Belfast Bay and Harbor, Maine, and at Ipswich River and Harbor, Massachusetts, with the view to the improvement of navigation at those localities.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,  
Brigadier-General and Chief of Engineers.

Hon. W. W. BELKNAP,  
Secretary of War.



## SURVEY OF HARBOR MATINICUS ISLAND, MAINE.

UNITED STATES ENGINEER OFFICE,  
*Portland, Me., December 7, 1875.*

GENERAL: I have the honor to submit the following report on the survey of the harbor at Matinicus Island, Maine, with an estimate of the cost of the works proposed for its improvement, as shown by the accompanying drawing. This survey, which was called for by the act of Congress approved March 3, 1875, "making appropriations for the repair, preservation, and completion of certain public works on rivers and harbors, and for other purposes," was made in July last, by my assistant engineer, Mr. Sophus Haagensen, under my instructions; and his report and drawing of same, also prepared under my supervision, are herewith submitted.

When this survey was taken in hand, it was supposed that it was to be made at Ten Pound Harbor, also known as Matinicus Roads, situated south of Matinicus Island, and between it and Ten Pound and Ragged Islands, as this was the only harbor that is specially shown and described by the existing reports and charts. But it was ascertained, on a further investigation and examination of the locality, that the survey called for, doubtless had reference to the harbor about one mile further north, on the east side of Matinicus Island, which is frequently resorted to by coasting, fishing, and other vessels. Surveys were consequently made of both of those harbors, and estimates have been made for their improvement by means of breakwaters built as described in Mr. Haagensen's report. On comparing the relative advantages of these harbors, together with the estimated cost of the works requisite to make them effective, as well as the extent to which commerce and navigation would be benefited thereby, it is plainly to be seen that any attempt to improve Ten Pound Harbor, would be impracticable unless attended with an expense that would not be warranted by the benefit that would be derived from it. While Matinicus Harbor on the east side of the island, offers advantages which could be made available at a comparatively small cost, and especially so for fishing, coasting, and other vessels of small class, that would there seek shelter in easterly storms. This harbor is now well sheltered from northerly, westerly, and southerly winds; but, only imperfectly so from easterly winds.

The harbor proper, as shown on the accompanying drawing, is partially sheltered from easterly winds by Young's Point, Indian Ledge, Dexter Ledge, and Wheaton's Island, and has an area within the high-water lines of about ten acres, about half of which has from four to eight feet of water at mean low water. The entrance to this harbor, which is between Dexter Ledge and the island, is not practicable with more than 4 feet at mean low water, or 13 feet at ordinary high water, the mean rise and fall of the tide being 9 feet. To give perfect shelter to this harbor would require a breakwater extending from Young's Point, on Matinicus Island, southwardly to Indian Ledge, and thence westwardly over Dexter Ledge to Matinicus Island, leaving open its present entrance between Dexter Ledge and the island.

The estimated cost of a suitable, permanent work, as stated in the accompanying report, is \$36,000.

Should it, however, be deemed advisable to enlarge the capacity of this harbor and adapt it to vessels of all classes, it could be effected by building a breakwater from Wheaton's Island, northwardly, out to Harbor Ledge, (a distance of 1,000 feet,) in connection with one extending

from Young's Point to Indian Ledge, which would afford a well-sheltered area of about thirty-eight acres, with good anchorage for vessels of all sizes; but the estimated cost of suitable works is shown in the accompanying report to be \$300,000. Such a harbor would doubtless be of very great value in affording refuge to coasting and other vessels caught in easterly gales, especially during severe winters when the coast harbors are usually closed by ice. But for the local commerce of Matinicus Island, and for the benefit that would inure to such vessels as would usually seek refuge in that harbor, it is not deemed advisable to extend its capacity beyond that of the present harbor proper. In its present imperfectly sheltered condition the value of this harbor may be inferred from the fact, as stated to me by reliable authority, that the harbor is now frequented by vessels and steamers employed in the fishing business from all parts of the Eastern States; that during the past season thirteen steamers entered the harbor at one time, it being not an uncommon occurrence to see from twenty-five to fifty sail of fishing-vessels in there at a time. As this harbor lies directly in the track of the coasting-vessels of Maine and New Brunswick, it would, without doubt, be very much frequented if it could be rendered safe in the manner proposed.

Further details and information in regard to this harbor, with estimates of cost of the works proposed for its improvement, together with a description of the survey, will be found in the accompanying report and map.

Respectfully submitted.

GEO. THOM,  
*Lieut. Col. of Engineers, Bvt. Brig. Gen. U. S. A.*  
Brig. Gen. A. A. HUMPHREYS,  
*Chief of Engineers, U. S. A.*

#### REPORT OF MR. SOPHUS HAAGENSEN, ASSISTANT ENGINEER.

UNITED STATES ENGINEER OFFICE,  
*Portland, Me., December 4, 1875.*

GENERAL: I have the honor to report upon the survey of Matinicus Harbor, Maine, made in pursuance of your instructions of July 16.

Matinicus Harbor is situated on the east side of Matinicus Island, about a mile from the northeast point of the island; it is sheltered from northerly, westerly and southerly winds, but only imperfectly protected for easterly winds by Wheaton's Island, Indian Ledge, and the ridge of ledge connecting this with Young's Point, Matinicus Island. The harbor proper, where the greater part of the wharves and landings is found, lies north and west of Dexter and Indian Ledges; the area inclosed within these and the main island is about seven hundred feet by six hundred and fifty feet within the high-water line, or nearly ten and a half acres. About half of this area has from four to eight feet of water over it at mean low water; the entrance is not practicable with more than 4 feet at mean low water, i. e., vessels of 13 feet draught may be taken into the harbor on top of an ordinary high water. The entrance is west of Dexter Ledge, between this ledge and Matinicus Island; the soundings seem to indicate a deeper entrance between Dexter and Indian Ledges; but an entrance is impracticable here, as this side (the easterly) of the harbor is obstructed by peaks of ledge cropping out among the boulders covering the bottom. It is only the westerly side of the harbor which is free from these projecting peaks, having a smooth sand bottom, where vessels may ground without danger of being "hogged." The easterly side of the harbor may be utilized by building piers over the projecting ledges, and this will probably be done when the gap between Indian Ledge and Young's Point is closed up by a suitable breakwater, excluding the heavy easterly sea.

To effectually close up this basin, and make it a tidal harbor, where vessels of 13 feet draught may be safe in an easterly gale, it would be necessary to build the following structures, viz: Breakwater No. 1, connecting Young's Point with Indian Ledge; breakwater No. 2, from Indian Ledge over Dexter Ledge to the easterly entrance-pier; and breakwater No. 3, from the westerly entrance-pier to the shore, leaving an entrance 60 feet wide between the termini of breakwaters Nos. 2 and 3.

The following estimates have been made, viz :

**Breakwater No. 1.**—The site of this breakwater is a ridge of ledge almost in its entire length dry at low water, while the gap to be closed is upward of 400 feet between the high-water lines of Young's Point and Indian Ledge. It is proposed to build it of riprap, faced on the outside (easterly side) with large grout, split so as to be laid in courses and doweled together. The top would be a coping-course, 480 feet long, 10 feet wide, in ref. 15 feet above mean low water. It would require—

985 cubic yards of large grout laid and doweled together, at a cost of \$15 per cubic yard .....	\$14,775
3,000 tons of riprap, at \$1.25 per ton .....	3,750
Contingencies, say .....	2,875

Cost of breakwater No. 1. .... \$21,400

**Breakwater No. 2** would be less exposed than No. 1; it is proposed to build it entirely of riprap work, its top 10 feet wide, in ref. 12 feet above mean low water; the outside (southerly side) having a slope of 2 horizontal to 1 vertical, the side toward the north having a slope of 1 to 1. The western terminus to be a crib-work pier 20 feet square on top, which would be in ref. 15 feet above mean low water. The length of breakwater No. 2, including the terminal pier, would be 420 feet on its top. It is estimated that its construction would require an amount of—

6,020 tons of riprap, at \$1.25 per ton .....	\$7,525
The terminal pier, (easterly) .....	875
Contingencies, say .....	1,260

Cost of breakwater No. 2 ..... 9,660

**Breakwater No. 3** would be similar in construction to No. 2. Its length on top, including the terminal pier, would be 175 feet, and require—

2,736 tons of riprap, at \$1.25 per ton .....	\$3,420
The terminal pier, (westerly) .....	875
Contingencies, say .....	645

Cost of breakwater No. 3 ..... 4,940

#### RECAPITULATION.

Breakwater No. 1, (including contingencies) .....	\$21,400
Breakwater No. 2, (including contingencies) .....	9,660
Breakwater No. 3, (including contingencies) .....	4,940

Total cost of harbor ..... 36,000

The value of the above-described harbor is mainly owing to the deep and partially-sheltered basin inclosed between Indian Ledge, Dexter Ledge, Matinicus Island, and Wheaton's Island, where there is sufficient depth and good holding-ground for vessels of all classes to come to an anchorage; an area of upward of eight acres has from three to five fathoms of water at mean low water. The basin might be made a safe harbor, protected from all winds, by the building of a breakwater from Wheaton's Island to "Harbor Ledge," a distance of 1,000 feet.

The direction of this breakwater (marked on the accompanying map "proposed breakwater No. 4") would be north  $18^{\circ}$  east, or about north-by-east  $\frac{1}{2}$  north, true bearing. This breakwater, and No. 1, would exclude all heavy sea; the entrance would only be exposed to winds from north-by-east to north-by-west, and the sea caused by those winds is rendered harmless by "No Man's Land" and the ledge round this island. The protected area would be nearly 38 acres. The cost of this breakwater would be great, owing to the depth of water between Harbor Ledge and Wheaton's Island, and its exposed locality; an estimate has been made for a breakwater built of riprap up to the low-water line, where it would have a width of 30 feet, having an outward slope of 2 horizontal to 1 vertical, and an inward slope of 1 to 1. Above low water it would be constructed as described for breakwater No. 1, only the top of the coping-course would be in ref. 12 feet above mean low water. It would require—

3,700 cubic yards of large grout, laid and doweled together, at \$15 per cubic yard .....	\$55,500
160,000 tons of riprap, at \$1.25 per ton .....	200,000
Contingencies, say .....	23,100

Cost of breakwater No. 4 ..... 278,600

There are extra facilities for procuring the stone for the proposed breakwater; the islands are high granite ledges, and all the stone might be quarried in the immediate vicinity and carried on a tramway to the breakwater in process of construction. In case of the building of breakwaters Nos. 4 and 1, the two inner breakwaters, Nos. 2 and 3, might be dispensed with as superfluous. The improvement as proposed would, therefore, be one of the two alternatives:

A. Inclosing the area between Matinicus Island, Indian Ledge, and Dexter Ledge with breakwaters Nos. 1, 2, and 3, so as to make a harbor for small vessels, the entrance being 4 feet deep at mean low water, 13 feet at mean high water, which improvement, it is estimated, would cost \$36,000.

B. Making a large harbor for vessels of all classes, at all stages of the tide, by building breakwaters Nos. 4 and 1, which improvement it is estimated would cost—

Breakwater No. 1, (including contingencies) .....	\$21, 400
Breakwater No. 4, (including contingencies) .....	278, 600

300, 000

The first of these would not have great significance as a harbor of refuge, on account of its only being accessible at high water; it would benefit the island and the small vessels owned there, which are now in great danger during every easterly storm. The second alternative, B, would be of great importance; vessels seeking a harbor of refuge during an easterly storm, would not be obliged to run the risk of approaching the rocks and dangers of the shore, but would find a harbor fifteen miles from either of the nearest harbors on the shore, Seal Harbor, Tenaut's Harbor, and Herring Gut.

The fact that the proposed harbor of refuge at Matinicus Island would be free from ice and accessible at times when the coast of Maine is ice-bound, is, perhaps, the strongest argument in favor of the project. For details of the survey I would respectfully refer to the accompanying maps, plotted on a scale of 1 to 1200, (100 feet = 1 inch.)

All the stations occupied have been marked by  $\frac{1}{4}$ -inch holes, drilled in the ledge for future identification. The soundings are referred to mean low water, which plane of reference was averaged from five low waters observed during the survey; the mean rise and fall of the tide during that time was 9.0 feet.

The tide observations were made on a tide-staff placed on J. Young's wharf, in the southwest corner of the outer harbor. The bench for re-establishment of the plane of reference of the survey is an iron bolt, set in the ledge 25 feet distant from the northeast corner of the wharf; the top of the bolt is in ref. 12.52 feet above the plane of reference mean low water. It was thought the Ten-Pound Harbor, or Matinicus Roads, would offer facilities for the location of a harbor of refuge, and, in accordance with instructions to that effect, a survey was also made at this place. Ten-Pound Harbor is inclosed between Matinicus Island, Ten-Pound Island, and Ragged Island. These islands, however, are not sufficient shelter for the inclosed basin, and breakwaters would have to be built to secure a safe anchorage. The most favorable location for a breakwater, would be on a line from Curtis Point, on the south side of Matinicus Island, to the northwest point of Ten-Pound Island. The rocky shores of the two islands approach here within 1,650 feet on the high-water line, and are only 830 feet apart at low water. The channel between the two islands has 13 feet of water at mean low water in the deepest place of the line upon which the breakwater could be located. The bottom of this channel is composed of heavy bowlders, with ledge cropping out among them, promising stability to a structure which might be built here. On either side of Curtis Point the shore recedes and forms two coves with good anchorage, a marked similarity to Richmond's Island, Maine, where two coves, similarly situated, have been sheltered by a breakwater between Richmond's Island and the main land. A breakwater built between Curtis Point and Ten-Pound Island would afford sheltered anchorage during an easterly storm in the cove west of the breakwater between Curtis Point and Cato Ledge, as long as the wind was blowing steadily from the east; but should the wind veer to south or southwest, it would roll the waves into the harbor with unbroken force, and the vessels would be anchored among the breakers, worse off than if they had kept out to sea. The same danger would apply to the anchorage on the east side of the breakwater. The harbor of refuge at Richmond's Island, although "one-sided," has no such drawback, owing to the close proximity of the land southwest of the harbor. A breakwater between Curtis Point and Ten-Pound Island would therefore not be sufficient protection for Matinicus Roads or Ten-Pound Harbor; to make a safe harbor, it would be necessary to build, in addition, a breakwater from Cato Ledge to Ragged Island, a distance of one mile; but the cost of the work would be so much in excess of the cost of the harbor described under B, (nearly four times,) that should a large expenditure be warranted, the preference would be given to the plan of improving Matinicus Harbor by building breakwaters Nos. 1 and 4.

The breakwaters estimated for have the same cross-sections as described for breakwaters Nos. 2 and 3, and would cost for—

A breakwater between Curtis Point and Ten-Pound Island, requiring 50,000 tons of riprap, at a cost of \$2.25 per ton .....	\$112, 500
A breakwater between Cato Ledge and Ragged Island, requiring 400,000 tons of riprap, at a cost of \$2.25 per ton .....	900, 000
Contingencies, say .....	101, 500

1, 114, 000

Of the survey in Ten-Pound Harbor, a map has been made on a scale of 1 to 1,200. The plane of reference for the soundings, mean low water, is 14.16 feet below the bench at Curtis Point—a composition bolt set in the ledge.

Very respectfully, your obedient servant,

SOPHUS HAAGENSEN,  
*Assistant Engineer.*

Bvt. Brig. Gen. GEO. THOM,  
*Lieutenant-Colonel of Engineers.*

### SURVEY OF BELFAST BAY AND HARBOR, MAINE.

UNITED STATES ENGINEER OFFICE,  
*Portland, Me., December 9, 1875.*

GENERAL: I have the honor to submit the following report on the survey of Belfast Bay and Harbor, Maine. This survey was called for by act of Congress, approved March 3, 1875, "making appropriation for the repair, preservation, and completion of certain public works on rivers and harbors, and for other purposes," and was completed under my instructions in August last by my assistant engineer, Mr. A. C. Both. His report, and map of the same, prepared under my supervision, are also herewith submitted.

As the object of this survey was not indicated by the law providing for it, and in the absence of definite information in regard to the improvements most needed and desired for this harbor, I had a careful hydrographic survey made of the whole harbor, from Steel's Ledge up to the bridge, covering an area of about two square miles. This survey includes not only the harbor itself, but also so much of the bay as is necessary for devising a work or works for the protection of the harbor. By this survey the following facts were developed:

1. That the harbor itself is well protected from all winds except those from the southeast; and that to render it safe from these also, would require the construction of a breakwater or breakwaters between McGilvery's ship-yard and Patterson's Point, a distance of about half a mile.

2. That there is a shoal on the west side of the harbor, which extends from McGilvery's ship-yard up to the ledge in front of Lane's wharf, a distance of about five-eighths of a mile. This shoal lies in front of the Boston, Portland and Bangor steamboat wharves, and in places has but 6 feet of water over it at mean low water, thereby being a serious obstruction to that part of the harbor.

3. That there is an extensive sunken ledge which projects 160 feet into the harbor in front of Lane's wharf, having over its shoalest part but 3.4 feet of water at mean low water, or 13.1 feet at ordinary high water, the mean rise and fall of the tides being 9.7 feet. This ledge is about one-third of a mile below the bridge at the head of the harbor, and, projecting into the harbor, as it does, it necessarily endangers vessels lying or mooring near it. The locations of the proposed breakwater and of the shoal and ledge above referred to, are shown on the accompanying drawing, the area of the shoal being shaded in red, and that of the ledge in brown. To so improve this harbor as to afford a safe anchorage for shipping in all storms and so that it shall have a suitable depth for the steamers and vessels that touch and lie there, in all stages of the tide, would require the following work to be done, viz:

- a. The construction of a riprap stone breakwater or breakwaters between McGilvery's ship-yard and Patterson's Point. The plan now proposed for this work consists in building one breakwater out from

McGilvery's wharf in a direction nearly northeast, for a length of 1,500 feet; and a second one out from Patterson's Point (on the easterly side of the harbor) in a direction nearly south-southwest for a distance of 900 feet, thereby leaving an entrance 800 feet in width. By this arrangement the effect of the southeast gales would be very limited in force and extent, and would be felt on the easterly side only of the harbor, which is not used for anchorage-ground. This work would require about two hundred thousand tons of stone, the estimated cost of which (including engineering and other incidental expenses) is \$310,000.

b. The excavation, by dredging, of the shoal between McGilvery's ship-yard and the ledge, to a depth of 12 feet at mean low water, which would require about one hundred and fifteen thousand cubic yards of dredging, the estimated cost of which (including contingencies) is \$25,000.

c. The removal of the sunken ledge in front of Lane's wharf outside of the proposed line, as shown on the accompanying drawing, to a depth of 7 feet, at mean low water, which would require the removal of about 430 cubic yards of ledge, at an estimated cost (including contingencies) of, say, \$12,000. To excavate this ledge to a greater depth, and over a more extended area, would involve a greater expense than would be justified by the benefits gained.

In consideration, also, of the great cost of the breakwaters on the plan proposed, it might be deemed advisable to build only the one extending out from the westerly shore, the estimated cost of which (including engineering and other incidental expenses) is \$195,000, but this would give only a partial protection to the harbor; much better, however, than none.

The extent to which the commerce would be promoted by the improvement of this harbor as now proposed, is stated in the accompanying letter from the United States deputy collector of customs of that port.

#### RECAPITULATION OF ESTIMATES.

For breakwater between McGilvery's ship-yard and Patterson's Point.....	\$310,000
For removal of shoal above ship-yard.....	25,000
For removal of sunken ledge to a depth of 7 feet below mean low water, say.....	12,000
<b>Total.....</b>	<b>347,000</b>

Further details and information in regard to the survey and improvement of this harbor, including estimates of cost of same, will be found in the accompanying report of my assistant engineer.

Respectfully submitted.

GEO. THOM,

*Lieut. Col. of Engineers, Bvt. Brig. Gen., U. S. A.*

Brig. Gen. A. A. HUMPHREYS,

*Chief of Engineers, U. S. A.*

#### REPORT OF MR. A. C. BOTH, ASSISTANT ENGINEER.

UNITED STATES ENGINEER OFFICE,  
Portland, Me., December 8, 1875.

GENERAL: I have the honor to herewith submit a plan of the survey of Belfast Bay and Harbor, Maine, made in pursuance of your order dated June 15, 1875; the proposed improvements of which are also shown on this plan.

The survey was begun on June 23, continued to July 24, resumed August 18, and completed August 19. The survey was commenced by measuring a base-line of 3,766

feet in length along the west side of the Northport road. This road runs in a southerly direction, is nearly level, and parallel to the shore, and therefore offered great facilities for obtaining a long and accurate base-line. From here the only visible points, the monument and Patterson's Point, were triangulated to serve as a permanent base-line for the survey. The calculated distance between the monument and Patterson's Point was found to be 4,555.68 feet; a drill-hole, half an inch in diameter and one inch deep, cut in the coping-stone at the northwest corner of the monument, indicates the southeast base of this line. The northwest base is located near the high-water line at Patterson's Point, and is indicated also by a drill-hole, one inch deep and half an inch diameter, cut into the solid ledge and marked "XII." The triangulation of the principal points shown on this plan was then started from this base-line. The shore-line, wharves, &c., were surveyed by using the telemeter. All these telemeter-stations were conspicuously marked with white paint, with a view to using them afterward as departures for the numerous ranges on which soundings were taken. All the soundings were intersected and located by transit angles. The soundings are expressed in feet and tenths of feet, and refer to mean low water, the plane of reference adopted for this survey, which is the same as that determined and adopted by the United States Coast Survey. The bench for this plane was transferred from the United States Coast Survey bench to the stone foundation wall of W. Pitcher & Sons' storehouse at the head of Simpson's wharf. It is marked by a horizontal notch and drill-hole, half an inch diameter and one inch deep, cut in a stone of the northeast wall of said building, about three feet above the ground and one and one-half feet south of the door at the northerly corner. It is marked B. M. 19.67, and its elevation above mean low water is 19.67 feet. Rise of mean high water above the plane of reference is 9.7 feet. The extreme northwesterly part of Belfast Bay where the Passagassawakeag River empties into it, forms the harbor of Belfast. The area of this harbor is limited northwardly by the bridge across the Passagassawakeag River, southerly by the proposed breakwater, easterly and westerly by the high-water lines, and contains about two hundred and fifty acres. About one hundred and fifty acres of this area is available for the anchorage of vessels of from six to fifteen feet draught at low water. The harbor is exposed to the southeasterly winds, ranging from south-southeast to east-by-south, true bearing, but well protected from all others. A channel, of a width of 250 feet and 13 feet depth at mean low water, runs up in the middle of the harbor as far as Simpson's wharf, from which it turns gradually toward the westerly shore, increasing also in depth, up to Frederick's wharf, where there is 24 feet at mean low water; from here it runs parallel to the shore up to the head of the harbor, the draw-bridge. The approach to the wharves in the upper part of the harbor is thus unobstructed. The lower wharves, viz, Sanford's and Simpson's wharves, the landings of the Boston and Bangor, and the Portland and Bangor steamers, are obstructed by large flats, which project from three hundred to four hundred feet beyond these wharves. It is proposed to excavate these flats to a depth of 12 feet at mean low water, and thereby facilitate the movements of these steamers which arrive here daily and do the largest part of the business of the place. In the present condition of the harbor these steamers are frequently detained several hours at low water in reaching or leaving the wharves. The excavation of these flats should commence at the westerly side and lower portion of the harbor and be carried up about two hundred feet above Simpson's wharf, a distance of about two thousand seven hundred feet. At this point a ledge crops out from the shore and extends up as far as D. Lane's wharf, a distance of about two hundred and fifty feet. It projects about one hundred and sixty feet outside of the above-mentioned wharf, and has 3.4 feet of water on its shoalest point at mean low water. This ledge was generally supposed to be of small extent, but a careful survey of the same developed the fact that it covers a large area, and that it would require for its removal—

	Cubic yards.
To a depth of 12 feet at mean low water.....	4,675
To a depth of 9 feet at mean low water.....	1,575
To a depth of 8 feet at mean low water.....	860
To a depth of 7 feet at mean low water.....	420

The great cost involved by the removal of this ledge to a greater depth than 7 feet at mean low water does not seem to be proportionate to the benefit to be derived therefrom.

It is therefore proposed to remove this ledge to a depth of 7 feet at mean low water, to the proposed line, limiting the improvements as shown on the accompanying plan. The maneuvering of vessels in that vicinity would thereby be greatly facilitated, and it would to some extent benefit the lower portion of the harbor, by allowing the current at ebb-tides to scour this area, preventing reshaling. In the present condition of the harbor, exposed as it is to southeasterly blows, vessels have to leave their moorings at the wharves and anchor in the upper part of the harbor, whenever the wind blows

fresh from the southeast. The accommodations, however, are limited, and only a small number of vessels can find shelter there. To make the lower, and by far larger portion of the harbor available for safe anchorage during southeast winds, it would be necessary to build breakwaters, as shown on the accompanying plan. These breakwaters are described as follows: Starting from a point of ledge on the Belfast shore, 55 feet north of McGilvery's wharf, it runs in a direction north  $42\frac{1}{2}^{\circ}$  east, or nearly northeast, true bearing. Its top, 10 feet wide, is, in reference, 14 feet above mean low water. It is proposed to build this breakwater of riprap, with an outward slope of 2 feet horizontal to 1 foot vertical, and an inward slope (toward the harbor) of 1 foot horizontal to 1 foot vertical. The length on top will be 1,500 feet. The breakwater proposed from Patterson's Point ( $\Delta$  Station XII) runs in a direction south  $18\frac{1}{2}^{\circ}$  west, or nearly south-southwest true bearing. Its cross-section will be the same as above described, and will be 900 feet long on top. In the estimates allowance has been made for a settlement of the breakwaters of 5 feet into the soft bottom. The width of the entrance will be 800 feet. The line through the two heads has a direction south  $72\frac{1}{2}^{\circ}$  east, north  $72\frac{1}{2}^{\circ}$  west, or nearly east-by-south half-south true bearing. There is, consequently, but a small exposure to the most dangerous winds southeast. The width of the southeast wave which can enter between the two heads is only 155 feet at high water, and less at low water, and it rolls into the harbor in such a direction as not to endanger the safety of vessels, the easterly and lower portion of the harbor not being often used as anchorage-ground, on account of the hard bottom.

*Estimated cost of improving the harbor of Belfast, Me.*

I. DREDGING.

The excavation of large flats, extending from McGilvery's ship-yard to Swan & Co.'s wharf, as shown by the red-shaded area on the accompanying plan, to a depth of 12 feet at mean low water, will require the removal of 115,000 cubic yards of soft mud, as measured in the scows, at 20 cents per cubic yard.....	\$23, 000
Add for contingencies, say.....	2, 000
Total .....	25, 000

II. ROCK-EXCAVATION.

The improvement of the point of ledge off Lane's wharf, outside of the line limiting the improvements, as shown on the plan, (shaded in brown,) to a depth of 7 feet at mean low water, will require the removal of 420 cubic yards, at \$25 per cubic yard.....	\$10, 500
Add for contingencies, say.....	1, 500
Total .....	12, 000

III. BREAKWATERS.

<i>a. Breakwater from Belfast shore:</i>	
126,515 tons riprap, at \$1.40 per ton .....	\$177, 121
Add for contingencies, say.....	17, 879
Total .....	195, 000
<i>b. Breakwater from Patterson's Point:</i>	
74,865 tons riprap, at \$1.40 per ton .....	\$104, 811
Add for contingencies, say.....	10, 189
Total.....	115, 000

RECAPITULATION.

1. For dredging, including contingencies.....	\$25, 000
2. For rock-excauation, including contingencies.....	12, 000
3. Breakwaters, including contingencies.....	310, 000
Total cost of improvement.....	347, 000

Very respectfully, your obedient servant,

A. C. BOTH,  
*Assistant Engineer,*

Bvt. Brig. Gen. GEO. THOM,  
*Lieutenant-Colonel of Engineers.*



## COMMERCIAL STATISTICS.

CUSTOM-HOUSE, BELFAST, MR.,

*Collector's Office, November 18, 1875.*

SIR: I respectfully acknowledge the receipt of your communication of date the 10th instant, in which you inquire—

1st. What amount of revenue was collected at our port during the fiscal year ending June 30, 1875; and

2d. What amount of commerce and navigation will be benefited by the proposed improvements of our harbor.

In reply to the first inquiry I will say that in this collection-district, and mostly at this port, there was collected in duty on imports, for the year ending June 30, 1875, \$2,294.98. Allow me also to add in this connection, that our coin collections for the last fiscal year did not come nearly up in amount to what is usually collected in this district in the same period of time. In the year ending June 30, 1873, we collected on import duties \$8,045.86; in the year ending June 30, 1874, \$4,827.18; and we have collected since June 30, 1875, \$4,130.36.

For answer to your second inquiry, I shall have to depend in a measure upon our men here who are engaged in commerce and navigation, as our official records do not furnish the necessary data, and having consulted them in the matter, it is judged that there have been four hundred and fifty freight-carrying sail-vessels entered our port in the past year, and, as the same number would leave here, and that nearly all, arriving and leaving, are laden with cargoes embracing in the aggregate the various kinds of merchandise, this statement will give you an idea of the extent of our commerce. The steamboat navigation to and from this port consists of four steamers: two Boston steamers coming into this place four times each, per week; one Portland steamer touching here six times per week, and a small steamer running daily from here east, as far as Brooksville. We have belonging to this district 267 sailing-vessels, 87 of them hailing from this port. There were built at this place in the year ending June 30, 1875, 11 vessels, with an aggregate tonnage amounting to 7,407.33 tons.

Very respectfully, your obedient servant,

MARSHALL DAVIS,

*Special Deputy Collector.*

General GEO. THOM,

*United States Engineer Office, Portland, Me.*

## SURVEY OF IPSWICH RIVER AND HARBOR, MASSACHUSETTS.

UNITED STATES ENGINEER OFFICE,

*Portland, Me., December 6, 1875.*

GENERAL: I have the honor to present the following report on the survey of Ipswich River and Harbor, Massachusetts, with estimates of cost for its improvement, as called for by the act of Congress approved March 3, 1875, "making appropriations for the repair, preservation, and completion of certain public works on rivers and harbors, and for other purposes." This survey was made in June and July, 1875, under my instructions, by my assistant engineer, Mr. Sophus Haagensen; and his report, with accompanying map of the river, from its mouth up to Averell's wharf, at Ipswich, on a scale of 1 to 2000, showing the projected improvements and the estimated cost of same, also prepared under my supervision, are herewith submitted.

This river is navigable at high water, from its mouth, where it empties into Plum Island Sound, up to the wharves at Ipswich, a distance of three miles. The entrance to this river is now about one mile southeast of Plum Island, in Ipswich Bay, where vessels can cross the "outer bar" in 6 feet of water at mean low water. From this bar to the mouth of the river, a distance of two miles, the channel deepens and offers no obstruction to navigation; while between the mouth of the river and Plum Island (in Plum Island Sound) there is anchorage in from three to five fathoms of water. On entering the mouth of the river, between Little Neck and Castle Neck, the inner bar, opposite Lower Gravelly Point, is crossed, where the channel has a width of 60 feet for a depth of 4 feet at mean low water. The mean rise and fall of the tides is 8.4

feet. From the mouth of the river up to Barras Turns, a distance of two miles, there is an unobstructed channel of not less than 60 feet in width and 4 feet in depth at mean low water, (or  $12\frac{1}{2}$  feet at mean high water;) but, from Barras Turns up to the Ipswich wharves, the channel is very narrow and tortuous, having in some places not more than 2 feet of water at mean low water, or about ten and a half feet at ordinary high water. The act of Congress providing for the survey of Ipswich River and Harbor calls for "estimates of cost of dredging the river, so as to give 9 feet depth at mean low water." This work would require the dredging of the whole length of the river, from its mouth up to the wharves in Ipswich, together with the excavation of a large quantity of ledge, the cost of which, for a channel 60 feet in width, would probably be not less than \$300,000; a work which, if its accomplishment should be deemed warranted by the small amount of commerce that would be benefited by it, would prove to be but temporary unless maintained in its full dimensions by constant dredging. But this is not deemed practicable, as, in every easterly storm, the sand outside the mouth would be washed inside, and reproduce, to a greater or less extent, the inner bar near Gravelly Point; while the channel across the outer bar is so variable in depth and locality that any attempt toward its improvement could not be otherwise than futile. Under these circumstances, I have had prepared a project for the improvement of this river, at and above Barras Turns, by which the same depth of the water as below shall be carried up to the wharves at Ipswich, (that is, 4 feet at mean low water,) for a width of not less than 60 feet, so that vessels of 12 feet draught may be taken up there at ordinary high water, the greatest depth that it would be practicable to maintain. The details of this project are set forth in the accompanying report of my assistant engineer, to which attention is invited. To effect this improvement would require work to be done at the localities, and at a cost estimated, as follows, viz:

1. Opening a new channel across the flats at "Barras Turns," requiring 17,800 cubic yards dredging, at 30 cents per cubic yard.....	\$5, 340
2. Riprap stone jetty at "Button Point," requiring 800 tons bowlders, &c., at \$1 per ton.....	800
3. Widening and deepening the channel at "Labor in Vain," requiring 3,500 cubic yards dredging, at 30 cents per cubic yard.....	1, 050
4. Excavation of ledge in midchannel opposite Nabby's Point, 140 cubic yards, at \$30 per cubic yard.....	4, 200
5. 3,100 cubic yards dredging on shoal between Nabby's Point and Rogers's Point, at 30 cents per cubic yard.....	930
6. Removal of Heard's Point Ledge to a depth of two feet below the plane of mean low water, requiring 831 cubic yards of excavation, at \$12 per cubic yard.....	9, 972
Adding for contingencies, say.....	2, 708
Total.....	25, 000

As bearing upon the facts which show to what extent the commerce of the country would be promoted by the improvement of this river as above projected, I will state that I am informed by the United States collector of customs of this district, that "during the fiscal year ending June 30, 1875, there were sixty arrivals of coastwise vessels at Ipswich, with coal, lumber, lime, &c., and that the number would, in his opinion, be increased if the proposed improvements were made in Ipswich River, and much-needed buoys were placed at the bar and in the harbor.

Respectfully submitted.

GEO. THOM,

*Lieut. Col. of Engineers, Bvt. Brig. General, U. S. A.*

Brig. Gen. A. A. HUMPHREYS,

*Chief of Engineers, U. S. A.*

## REPORT OF MR. SOPHUS HAAGENSEN, ASSISTANT ENGINEER.

UNITED STATES ENGINEER OFFICE,  
Portland, Me., December 1, 1875.

GENERAL: I have the honor to report upon the survey of Ipswich River, Massachusetts, made in pursuance of your instructions of June 12.

A general reconnaissance was made of the river from the head of tide-water in the town of Ipswich to Plum Island Sound (Lobster Rock Point) previous to the more detailed special surveys.

Upon the existing topographical sheet of the environs of the river, United States Coast Survey chart, 1857, enlarged to a scale of 1 to 2000, were plotted the location of marks established along the river-banks; random soundings, 2,100 in number, were taken in 166 lines, located by the aid of these marks and plotted upon the chart; from this an idea was formed, as to which parts of the river were to be more closely examined.

Special surveys were made from Barras Island to Averill's wharf, a distance of one mile, shore-lines were surveyed and the river sounded; the locality of each sounding has been accurately determined, either by instrumental intersections or by a measuring-line; when the latter was used, due allowance was made for the stretch of the line. Numerous borings were made in order to determine the character of the material of the bottom. Where ledge was found soundings were taken at intervals of 5 feet, and the thickness of the covering-materials determined, so as to delineate correctly the ledge contours. Pains have been taken to mark the stations occupied in such a manner that they can afterward be identified; also to establish permanent benches in various localities for the correct re-establishment of the plane of reference, to which the soundings are reduced, and the estimate of work based upon. This plane is the mean low water averaged from 57 consecutive low waters, from June 16 to July 15, inclusive; a complete set of tide observations were taken in this interval, embracing a whole lunation. The tide-staff was placed near the head of the river on Dodge's wharf (staff No. 1) and the result of the observations was as follows, viz:

Mean rise and fall of all tides is.....	8.4 feet	} Above the plane of reference mean low water.
Highest high water observed.....	10.4 feet	
Lowest high water observed.....	7.2 feet	
Highest low water observed.....	1.8 feet	
Lowest low water observed.....	1.3 feet, below do.	

The mean rise and fall determined by the United States Coast Survey in 1852 is 8.6 feet, differing only 0.2 foot from the present value, 8.4 feet.

Near the mouth of the river, on Little Neck wharf, another tide-staff, No. 2, was observed for four consecutive high and low waters, simultaneous with staff No. 1. The rise and fall was found the same at the mouth of the river as at Dodge's wharf, three miles up river; consequently 8.4 added to the sounding on the map will give the corresponding high-water soundings throughout the entire length of the river, represented on the map accompanying this report. The following bench-marks were established:

*At Little Neck.*—A brass bolt set in a large boulder near the northeast corner of Little Neck wharf; the top of the bolt is in ref. 9.71 feet above mean low water.

*At Jordan's Hill.*—A brass bolt set in a large boulder 12 feet southeast from a lone oak tree; the top of the bolt is in ref. 12.02 feet above mean low water.

*At Heard's Point.*—A brass bolt set in the ledge, 100 feet southwest of the ring-bolt on the highest part of the rock. The reference of the bolt is 968 feet above mean low water. This bolt also marks the south base in the special survey of Heard's Point, while the ring-bolt marks the north base.

The following maps have been prepared:

1. Map showing channel at "Barras Turns," scale..... 1 to 1000
2. Map showing "Labor in Vain," and "The Shoal," scale..... 1 to 1000
3. Map of channel round "Heard's Point," scale..... 1 to 400
4. Map of ledge in the channel at "Labor in Vain," scale..... 1 to 100
5. Heard's Point, ledge contour, 1 foot equidistance, scale..... 1 to 100
6. Map of "Outer Bar," at the entrance to Ipswich River, scale..... 1 to 10000
7. Report drawing, map of Ipswich River from Plum Island Sound to Averill's wharf, showing proposed improvements scale..... 1 to 2000

## DESCRIPTION OF THE RIVER-CHANNEL.

The entrance to Ipswich River is at present one mile southeast of Plum Island in Ipswich Bay. There vessels have to cross the "Outer Bar," over which there is 6 feet of water at mean low water, passing which the channel deepens, and is unobstructed till the mouth of the river is reached. Between this and the south point of Plum Island there is anchorage in 3 to 5 fathoms of water. Leaving the anchorage-ground

and entering the river-mouth between "Little Neck" and "Castle Neck," the "Inner Bar" must be crossed off "Lower Gravelly Point." Through this bar there is a channel 60 feet wide and 4 feet deep at mean low water. From the inner bar there is an unobstructed 4-foot channel, of not less than 60 feet width, running in a meandering course through marshes as far as the beginning of "Barras Turns," which is two miles distant by the river-channel from the inner bar in a direction west-southwest. At this point the navigable 4-foot channel practically ends; and the river-channel must be improved throughout its entire length from "Barras Turns" to the wharves in Ipswich, in order to make it correspond with the two-mile long channel below "Barras Turns," i. e. to procure a practicable towing-channel 60 feet wide and not less than 4 feet deep at mean low water, allowing vessels of 12 feet draught to be taken to the wharves in Ipswich on the top of an ordinary high tide. The special surveys have been made with a view of estimating the amount of work and probable cost of making such a channel. An estimate has also been prepared for a channel 9 feet deep at mean low water, which was called for by the act of Congress providing for this survey. This work would involve the dredging of the entire length of the river from Plum Island Sound to the wharves in Ipswich, a distance of three miles, and the excavation of ledges in the upper part of the channel, requiring the removal by dredging of 200,000 cubic yards of sand-gravel, at 30 cents per cubic yard ..... \$60,000  
By submarine blasting of 6,700 cubic yards of ledge, at \$30 per cubic yard.. 201,000  
Add for contingencies..... 39,000

Total ..... 300,000

This would be the probable cost of a towing-channel of 60 feet width and 9 feet depth at mean low water. This channel could not be kept open except by constant dredging, as in every easterly storm the sand from the outside would wash in and reproduce the inner bar off Gravelly Point. The changeable nature of the channel through the sands outside "Castle Neck" is also a strong argument against a deep artificial channel in the river. From an examination of this channel made July 12, the following facts seemed to be proved:

1. That this channel is now about one-half a mile nearer the south point of Plum Island than it was in 1852.

2. That the bar, which in 1852 crossed the channel of the red buoy No. 4, (see United States Coast Survey chart of Ipswich and Annisquam Harbors, published 1857,) has been advancing, and is now crossing the channel between red buoy No. 2 and black buoy No. 1.

That the bar has not even maintained its relative height; while 7½ feet could be carried over it in 1852, now only 6 feet can be carried, showing a shoaling of 1½ feet. It is, therefore, believed that a 9-foot channel in the river could not be maintained except by constant expensive dredging, entirely disproportionate to the value of such channel for commerce. In the following, reference will only be made to the continuation of the natural 4-foot channel.

a. *At Barras Turns.*—Here the channel makes two abrupt turns at right angles, leaving two projecting points of sand-flats, one on each side of the channel; although the points are marked by buoys, vessels generally ground on one of them, owing partly to the abrupt turns and partly to the crosswise current at high water, when the flats are covered. It is not believed that dredging of the points would remedy this difficulty; neither would the improvement be permanent, as the flats would probably resume their present shape after dredging. It is proposed to make a straight cut from the channel outside "Button Point" to the straight portion of the river-channel below "The Turns," and secure the permanency of this new channel by a jetty from Button Point across the old channel, in which a part of the excavated material could be dumped. This work would require the removal of 17,800 cubic yards, mostly sand, at an estimated cost of 30 cents per cubic yard..... \$5,340  
And the building of a riprap jetty, 800 tons of bowlders, which may be taken from the adjacent shores at a cost of \$1 per ton ..... 800

Total ..... \$6,140

b. *At Labor in Vain.*—The narrow channel between Button Point and Nabby's Point is called "Labor in Vain," probably from the difficulty in navigation. This channel runs at the foot of a 40-foot high-wooded bluff, causing baffling winds. For half of its length it is obstructed by a shoal, reducing the depth of the present channel 2 feet at mean low water. To widen this part of the river-channel to 60 feet, and procure a depth of 4 feet would require an amount of dredging estimated at 3,500 cubic yards, at 30 cents per cubic yard, \$1,050. Opposite Nabby's Point there is a ledge in mid-channel with only 2.4 feet of water over its highest part; the channel is here 7 feet deep above and below the ledge, and several vessels have been "hogged" by grounding on this ledge during the ebb tide. Its removal to a depth of 7 feet at mean low water

is recommended, which would require the excavation of 140 cubic yards of ledge, at \$30 per cubic yard, \$4,200.

c. *The Shoals*.—About midway between Nabby's Point and Rogers's Point, there is a shoal consisting of sand, gravel, and bowlders, which only leave a narrow and crooked 2-foot channel. The red-shaded area shows a location of a 60-foot wide channel, which it is believed can be excavated to a depth of 4 feet at mean low water, without necessitating any ledge excavation. It would require the removal by dredging of 3,100 cubic yards of sand, gravel, and bowlders, at an estimated cost of 30 cents per cubic yard, \$930. The best place to deposit the material is "French's Cove," opposite Nabby's Point; the flats have an elevation of 1.5 feet above mean low water, or have about 7 feet of water at an ordinary high water. It is estimated that 10,000 cubic yards of material can be easily deposited on the flats opposite "Labor in Vain," as near Nabby's Point as practicable.

d. *Heard's Point*.—There is a ledge projecting into the river opposite Dodge's wharf, causing an acute bend in the river-channel. It rises almost perpendicularly out of the river from the low-water line to a height of 13 feet above mean low water, or about 5 feet above high-water mark. The danger in hauling round this point is the close proximity (120 feet at high water, 100 feet at low water) of a similar rocky point projecting from the opposite shore, Rogers's Point, and not unfrequently have vessels been caught by the tide and hung up, with bow and stern on the two ledges, across a strong current. To remove the outer end of Heard's Point would greatly relieve the danger of navigating this difficult part of the river. As, however, the channel above Heard's Point rapidly decreases in depth, and none of the wharves above have more than 2 feet of water at mean low water, the greater part less, it would not be necessary to carry the excavation below the 2-foot grade, *i. e.*, allowing vessels of 10-foot draught to pass this point at high water. Still this excavation on the proposed line 40 feet back of the high-water line, would require the removal of 831 cubic yards of ledge, at a cost of \$12 per cubic yard, \$9,972.

#### RECAPITULATION.

To procure a channel 60 feet wide, 4 feet deep, at mean low water, or 12.4 feet at mean high water, as far as Heard's Point, requires:

#### *Dredging.*

A channel at Barras Turns:	
17,800 cubic yards, at 30 cents per cubic yard.....	\$5,340
Widening and deepening Labor in Vain:	
3,500 cubic yards at 30 cents per cubic yard.....	1,050
A channel through The Shoals:	
3,100 cubic yards, at 30 cents per cubic yard.....	930
	<hr/>
	\$7,320
Building of a jetty at Button Point:	
800 tons of riprap, at \$1 per ton .....	800
Removal of ledge in channel at Labor in Vain:	
140 cubic yards, at \$30 per cubic yard.....	4,200
Removal of Heard's Point to a depth of 2 feet at mean low water, or 10 feet at mean high water:	
831 cubic yards of ledge, at \$12 per cubic yard.....	9,972
Contingencies, say.....	2,709
	<hr/>
Total .....	25,000

Very respectfully, your obedient servant,

SOPHUS HAAGENSEN,  
*Assistant Engineer.*

Bvt. Brig. Gen. GEO. THOM,  
*Lieutenant-Colonel of Engineers.*

LEAK IN HIGH-SERVICE RESERVOIR, WASHINGTON  
AQUEDUCT.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

*A letter from Chief of Engineers, reporting leak in the high-service reservoir, and recommending an appropriation of \$4,000 for immediate repair of same.*

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JANUARY 18, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

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WAR DEPARTMENT, January 14, 1876.

The Secretary of War has the honor to transmit to the House of Representatives a letter of the 11th instant, from the Chief of Engineers, reporting the discovery of a leak in the high-service reservoir of the Washington aqueduct, and the condition of the reservoir, as disclosed by an examination and indicated on the accompanying sketch, and recommending an appropriation of \$4,000 to put the reservoir in proper condition for use of the citizens of Georgetown, as well as for the protection of property in case of fire.

An immediate appropriation of \$4,000 is respectfully recommended.

WM. W. BELKNAP,  
*Secretary of War.*

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OFFICE OF THE CHIEF OF ENGINEERS,  
Washington, D. C., January 11, 1876.

SIR: It is reported to this Office that a leak has been discovered in the high-service reservoir of the Washington aqueduct, upon the heights of Georgetown. At the time of its discovery the reservoir contained one million gallons of water, which was rapidly emptied into the low-service mains, and an examination of the bottom showed several cracks in the concrete covering, through which the water issued. (See sketch herewith.)

It is not practicable to ascertain the cause of the leak until the work of repairing is commenced. The cracked portion of the bottom will

have to be removed, and as the clay beneath it is probably undermined, either concrete, grout, or puddle must be used to replace it.

It is possible that the action of the steam-pump put up by the District government for forcing the water in the reservoir may have started the joints of the supply-pipe and thus have caused the leakage.

It will probably cost about \$4,000 to repair the damage, since the whole surface of the bottom of the reservoir should be covered with concrete to the thickness of about one foot.

The balance remaining of the existing appropriation for maintenance and repair of the aqueduct (\$6,400) is barely sufficient to meet the usual expenses of the work until the close of the fiscal year, and cannot, therefore, be applied to the present repairs without creating a deficiency. I have, therefore, in view of the exigency of the case and the immediate necessity for placing the reservoir in proper condition, not only for use of the citizens of Georgetown, immediately interested, but for the protection of property in case of fire, to recommend that Congress be asked to appropriate the requisite sum for the purpose.

Very respectfully, your obedient servant,

A. A. HUMPHREYS,

*Brigadier-General and Chief of Engineers.*

Hon. W. W. BELKNAP,  
*Secretary of War.*

C

MONEY DEPOSITS WITH ARMY PAYMASTERS.

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LETTER

FROM

THE CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING

*A petition of the officers of the Army for such legislation as will enable them to make deposits of money with Army paymasters.*

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JANUARY 20, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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WAR DEPARTMENT, *January 17, 1876.*

The chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the House of Representatives, in connection with petition relating to the same subject transmitted December 31 last, petition of Capt. Arthur W. Allyn, Sixteenth Regiment of United States Infantry, and others, for such legislation as will enable officers of the Army to make deposits of money with Army paymasters.

H. T. CROSBY,  
*Chief Clerk.*

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*To the honorable the Secretary of War:*

SIR: The undersigned respectfully request that, at the next session of Congress, you will procure such legislation as will enable officers of the Army to make deposits of money with Army paymasters, subject to the same restrictions and provisions as to interest, forfeiture, &c., as are now authorized for enlisted men, with the single exception that officers be allowed to withdraw their deposits on the completion of each and every term of five years' service.

Such a law, it is believed, would enable officers having families, or others, dependent upon them, to make much more certain provision for their heirs than is now possible with life-insurance companies, or in other commercial ventures.

ARTHUR W. ALLYN,  
*Captain Sixteenth Infantry.*

S. K. MAHON,  
*First Lieutenant Sixteenth Infantry.*

CLAYTON HALE,  
*Captain Sixteenth Infantry.*

WM. H. VINAL,  
*First Lieutenant Sixteenth Infantry.*

I. O. SHELBY,  
*Second Lieutenant Sixteenth Infantry.*

WILLIAM LASSITER,  
*Second Lieutenant Sixteenth Infantry.*





ISSUE OF CLOTHING TO FIVE SOLDIERS OF COMPANY C,  
SIXTH UNITED STATES CAVALRY.

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LETTER

FROM THE

CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING

*Proceedings of a board of survey, held in camp on Washita River, Texas, April 15, 1875, to investigate the causes of a fire at the same place and date, and recommending that a gratuitous issue of clothing be made to five soldiers of Company C, Sixth Cavalry, in place of that destroyed by the fire.*

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JANUARY 12, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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WAR DEPARTMENT, *January 12, 1876.*

The chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the House of Representatives copy of proceedings of a board of survey convened at the camp on the Washita River, Texas, on the 15th day of April, 1875, to investigate the circumstances attending the loss by fire which occurred at camp on Washita River, Texas, on the 15th day of April, 1875, of clothing belonging to five enlisted men of Company C, Sixth Regiment of United States Cavalry, with the recommendation that a bill be passed (draught inclosed) authorizing the issue of clothing equal in amount to, and in lieu of, that lost by them.

H. T. CROSBY,  
*Chief Clerk.*

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JOINT RESOLUTION authorizing an issue of clothing to certain enlisted men of Company "C," Sixth United States Cavalry.

*Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of War be and he is hereby authorized to issue to certain enlisted men of Company "C," Sixth Regiment of United States Cavalry, clothing in lieu of, and equal in amount to, that lost by them at the fire which occurred in camp on Washita River, Texas, on the fifteenth day of April, eighteen hundred and seventy-five, as shown and recommended by the board of survey, convened at camp on Washita River, Texas, on the fifteenth day of April, eighteen hundred and seventy-five, by orders dated Headquarters, camp on Washita River, Texas, of date of April fifteenth, eighteen hundred and seventy-five.

## C.

Personally appeared before me, C. Gardiner, second lieutenant Nineteenth Infantry, post-adjutant, First Sergeant Joseph M. Warner, Company H, Sixth Cavalry, who, being duly sworn, deposes and says that on the 15th day of April, 1875, being then encamped on the Washita River, Texas, with his company, a fire occurred, in which were destroyed the following articles of clothing issued to him by the United States as part of his uniform as a soldier, viz: 1 army-overcoat, 1 forage-cap, 1 pair trousers, (cavalry,) 1 blouse, (lined,) and 1 pair of boots, B. S., while he, said Sergeant Joseph M. Warner, was in the execution of his duty, aiding to save the camp from total destruction by said fire.

And deponent further says that it was through no fault or neglect on his part that the above-enumerated articles were destroyed.

JOSEPH M. WARNER,  
*First Sergeant Company C, Sixth Cavalry.*

Sworn to and subscribed before me this 7th day of May, 1875.

C. GARDINER,  
*Second Lieutenant Nineteenth Infantry, Post-Adjutant.*

I certify that paragraph 1031, Revised Regulations 1863, has been complied with.

D. MADDEN,  
*Captain Sixth Cavalry, Commanding Company C.*

## D.

Personally appeared before me, Second Lieutenant C. Gardiner, Nineteenth Infantry, post-adjutant, George W. Horton, sergeant Company C, Sixth Cavalry, who, being duly sworn according to law, deposes and says that while encamped on Washita River, Texas, while in pursuit of Indians, a prairie-fire occurred, in which was destroyed the following-named articles of clothing, the same being a portion of the uniform issued to him by the United States: 1 overcoat, 1 blouse, 1 shirt, 1 pair drawers, 1 pair stockings, 1 pair overalls. Further the deponent says that it was through no fault or neglect on his part that the said clothing was destroyed, he being at the time endeavoring to prevent the total destruction of the camp.

G. W. HORTON,  
*Sergeant Company C, Sixth Cavalry.*

Sworn and subscribed to before me, at Camp Supply, Indian Territory, this 7th day of May, 1875.

C. GARDINER,  
*Second Lieutenant Nineteenth Infantry, Post-Adjutant.*

I certify that paragraph 1031, Revised Army Regulations of 1863, has been complied with.

D. MADDEN,  
*Captain Sixth Cavalry, Commanding Company C.*

E.

Personally appeared before me, Second Lieutenant C. Gardiner, Nineteenth Infantry, post-adjutant, Charles W. Talmadge, sergeant Company C, Sixth Cavalry, who, being duly sworn according to law, deposes and says that on the 15th day of April, 1875, while encamped upon the banks of the Washita River, while in pursuit of Indians, a prairie-fire occurred in the above said camp; and while he, the said Sergeant C. W. Talmadge, was employed or engaged in trying to save the entire camp from total destruction, the following personal property was destroyed, viz: 1 army-overcoat; 2 army bed-blankets, the same being a part of his uniform and clothing as a soldier, issued to the said Sergeant Talmadge by the United States. Deponent further says that it was through no fault or neglect on his part that the above said articles were destroyed.

CHAS. W. TALMADGE,  
*Sergeant Company C, Sixth Cavalry.*

Sworn and subscribed to before me this 7th day of May, 1875.

C. GARDINER,  
*Second Lieutenant Nineteenth Infantry, Post-Adjutant.*

I certify that paragraph 1031, Revised Army Regulations of 1863, has been complied with.

D. MADDEN,  
*Captain Sixth Cavalry.*

F.

Personally appeared before me, Second Lieutenant C. Gardiner, Nineteenth Infantry, post-adjutant, Corporal Chas. A. Howard, Company C, Sixth Cavalry, who, being duly sworn according to law, deposes and says that while encamped upon the Washita River, Texas, on the 15th day of April, 1875, a prairie-fire occurred, in which one overcoat was destroyed, the same being a portion of the uniform issued to him by the United States. Further the deponent says that it was through no fault or neglect on his part that the overcoat was destroyed, he being at the time on guard.

C. A. HOWARD,  
*Corporal Company C, Sixth Cavalry.*

Sworn and subscribed to before me this 8th day of May, 1875, at Camp Supply, Indian Territory.

C. GARDINER,  
*Second Lieutenant Nineteenth Infantry, Post-Adjutant.*

I certify that paragraph 1031, Revised Army Regulations of 1863, has been complied with.

D. MADDEN,  
*Captain Sixth Cavalry.*

G.

Personally appeared before me, Second Lieutenant C. Gardiner, Nineteenth Infantry, post-adjutant, George D. Thomas, private, Company C, Sixth Cavalry, who, being duly sworn according to law, deposes and

says that on the 15th day of April, 1875, while encamped upon the Washita River, while in pursuit of Indians, a prairie-fire occurred, in which was destroyed one army-overcoat, the same being a portion of the uniform issued by the United States to the said private George D. Thomas.

Further the deponent says that it was through no fault or neglect on his part that the said overcoat was destroyed.

GEORGE D. THOMAS,  
*Private, Company C, Sixth Cavalry.*

Sworn and subscribed to before me this 7th day of May, 1875, at Camp Supply, Indian Territory.

C. GARDINER,  
*Second Lieutenant Nineteenth Infantry, Post-Adjutant.*

I certify that paragraph 1031, Revised Army Regulations of 1863, has been complied with.

D. MADDEN,  
*Captain Sixth Cavalry, Commanding Company C.*

*Proceedings of a board of survey convened pursuant to Special Orders No. —, at camp on Washita River, Texas, April 15, 1875.*

HEADQUARTERS,  
*Camp on Washita River, Texas, April 15, 1875.*

[Orders.]

A board of survey will convene at this camp at 10 o'clock a. m. this day, to investigate the circumstances attending the loss by fire of certain articles of ordnance-stores, and clothing, camp and garrison equipage, for which Captain D. Madden, Sixth Cavalry, is responsible.

The board will fix the responsibility for the loss in question, and make such recommendations as circumstances may warrant, to replace to the men of Company C, Sixth Cavalry, the clothing lost by the fire.

#### DETAIL FOR THE BOARD.

First Lieutenant H. F. Winchester, Sixth Cavalry.

First Lieutenant J. B. Kerr, Sixth Cavalry.

Second Lieutenant Robert Hanna, Sixth Cavalry.

By order of Major James Biddle, Sixth Cavalry, commanding:

R. HANNA,  
*Second Lieutenant Sixth Cavalry, Acting Adjutant.*

CAMP ON WASHITA RIVER, TEXAS,  
*April 15, 1875.*

The board continuing in session pursuant to the foregoing order, all the members being present.

The board then proceeded to the examination of the affidavits hereunto prefixed, and marked respectively C, D, E, F, and G, and after a careful consideration of the facts elicited, the board is of the opinion that the fire in question resulted from the high wind prevailing at the time,

and find that the fact of the loss of clothing to these men is substantially as is stated in their respective affidavits.

The board therefore recommend that these men be re-imbursed in the articles of clothing, as follows, which were lost in the fire :

Names.	Rank.	Articles of clothing.									Letter of affidavit.	Remarks.
		Overcoat.	Blouse, lined, cavalry.	Forage-cap.	Trousers, cav., pairs	Brass-screwed boots, pairs of.	Shirts.	Drawers, pairs of.	Stockings, pairs of.	Overalls, cavalry, pairs.		
J. M. Warner.....	1st sergeant...	1	1	1	1	1	...	...	...	...	C.	Destroyed.
G. W. Horton.....	Sergeant.....	1	1	...	...	...	1	1	1	...	D.	Do.
C. W. Talmadge.....	do.....	1	...	...	...	...	...	...	...	2	E.	Do.
C. A. Howard.....	Corporal.....	1	...	...	...	...	...	...	...	...	F.	Do.
G. D. Thomas.....	Private.....	1	...	...	...	...	...	...	...	...	G.	Do.

There being no further business before it, the board adjourned *sine die*.

H. F. WINCHESTER,  
First Lieutenant Sixth Cavalry, President.  
J. B. KERR,  
First Lieutenant Sixth Cavalry, Member.

R. HANNA,  
Second Lieutenant Sixth Cavalry, Recorder.

HEADQUARTERS CANTONMENT,  
NORTH FORK RED RIVER, TEXAS,  
May 17, 1875.

Examined and approved.

JAMES BIDDLE,  
Major Sixth Cavalry, Commanding.

[Indorsements.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,  
OFFICE CHIEF QUARTERMASTER,  
Fort Leavenworth, Kans., July 13, 1875.

Respectfully referred to the assistant adjutant general Department of the Missouri, recommending that this paper be referred to the Quartermaster-General, United States Army, for his action.

C. H. HOYT,  
Captain, A. Q. M., Acting Chief Quartermaster.

HEADQUARTERS DEPARTMENT OF THE MISSOURI,  
ASSISTANT ADJUTANT-GENERAL'S OFFICE,  
Fort Leavenworth, Kans., July 23, 1875.

Respectfully returned to the commanding officer cantonment on Sweetwater, Texas.

The requirements of paragraph 55, appendix B, Revised Army Regulations of 1863, and General Orders No. 13, War Department, Adju-

tant-General's Office, of February 18, 1875, which relate to cases of this nature, have not been fully complied with.

These papers to be returned.

By command of Brigadier-General Pope.

R. WILLIAMS,  
*Assistant Adjutant-General.*

HEADQUARTERS CANTONMENT,  
*Sweetwater, Texas, August 7, 1875.*

SIR: I have the honor to return herewith proceedings of a board of survey, covered by your indorsement on the said paper of the 23d ultimo, and would respectfully state that the further action directed in the same is not practicable, as the command to which the matter pertains has left this cantonment, and the facilities to make the investigation and secure the specific information in question are not by me obtainable.

I have the honor to be, sir, your obedient servant,

JOHN A. WILCOX,  
*Captain Fourth United States Cavalry, Commanding.*

The ASSISTANT ADJUTANT-GENERAL,  
*Headquarters Department of the Missouri, Fort Leavenworth, Kans.*

[Indorsements.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,  
ASSISTANT ADJUTANT-GENERAL'S OFFICE,  
*Fort Leavenworth, Kans., August 21, 1875.*

Respectfully forwarded to the commanding general Department of Arizona.

In the absence of the brigadier-general commanding,

R. WILLIAMS,  
*Assistant Adjutant-General.*

HEADQUARTERS DEPARTMENT OF ARIZONA,  
*Prescott, October 18, 1875.*

Respectfully returned, (through commanding officer Camp Grant, at whose post the officers detailed on this board are now stationed,) for compliance with the requirements of paragraph 55, Appendix B, Revised Army Regulations of 1863, and General Orders No. 13, War Department, Adjutant-General's Office, dated February 18, 1875, (copy inclosed.)

By command of Colonel Kautz, brevet major-general United States Army.

J. P. MARTIN,  
*Assistant Adjutant-General.*

HEADQUARTERS CAMP GRANT, A. T.,  
*November 6, 1875.*

Respectfully returned to the assistant adjutant-general Department of Arizona. Attention invited to accompanying proceedings of board of survey ordered to convene at this post, in compliance with preceding indorsement.

JAMES BIDDLE,  
*Major Sixth Cavalry, Commanding.*

*Proceedings of a board of survey convened by Special Orders No. 122, current series, headquarters Camp Grant, Arizona Territory.*

HEADQUARTERS CAMP GRANT, ARIZONA TERRITORY,  
October 29, 1875.

[Special Orders No. 122.]

A board of survey is hereby ordered to convene at this post at 12 m. to-day, or as soon thereafter as practicable, for the purpose of taking into consideration indorsements and proceedings of a board of survey, (convened at headquarters on Washita River, Texas, April 15, 1875,) and the requirements of paragraph 55, Appendix B, Revised Army Regulations 1863, and General Orders 13, War Department, Adjutant-General's Office, series 1875.

DETAIL FOR THE BOARD.

Captain T. C. Tupper, Sixth Cavalry.  
First Lieutenant H. P. Perrine, Sixth Cavalry.  
Second Lieutenant Thomas B. Nichols, Sixth Cavalry.  
By order of Major James Biddle.

THOMAS B. NICHOLS,  
*Second Lieutenant Sixth Cavalry, Post-Adjutant.*

CAMP GRANT, A. T.,  
October 29, 1875.

The board met pursuant to the above order.  
Present, all the members.

The board then proceeded to carefully read paragraph 55, Appendix B, Revised Army Regulations, (1863,) and General Orders No. 13, War Department, Adjutant-General's Office, series 1875. The recorder was then instructed to address the communication herewith appended, and marked "A."

The board then adjourned, subject to the call of the president.

CAMP GRANT, A. T.,  
November 5, 1875.

The board met pursuant to call of the president.  
Present, all the members.

It then proceeded to a consideration of the communication herenunto appended, and marked "B," and is of the opinion that the indorsement from headquarters Department of Missouri has been complied with, and the board further repeats the recommendation of the board convened at camp on Washita River, Texas, April 15, 1875.

There being no further business, the board adjourned *sine die*.

T. C. TUPPER,  
*Captain Sixth Cavalry, President.*

H. P. PERRINE,  
*First Lieutenant Sixth Cavalry, Member.*

THOMAS B. NICHOLS,  
*Second Lieutenant Sixth Cavalry, Recorder.*

Approved :

JAMES BIDDLE,  
*Major Sixth Cavalry, Commanding.*



A.

CAMP GRANT, ARIZONA,

October 30, 1875.

SIR: I am directed by board of survey, convened by Special Orders 122, paragraph I, Headquarters Camp Grant, A. T., to inquire whether the following-named enlisted men, who have made claim against the United States for re-imbursement for loss of clothing at a fire at a camp which you commanded on the Washita River, Texas, April 15, 1875, were acting under your orders, and in the execution of their proper duty, at the time their clothing was destroyed, viz:

Sergeants J. M. Warner, G. W. Horton, C. W. Talmadge, Corporal C. A. Howard, and Private G. D. Thomas, all of "C" company, Sixth Cavalry.

Very respectfully, your obedient servant,

THOMAS B. NICHOLS,

*Second Lieutenant Sixth Cavalry, Recorder.*

Captain D. MADDEN,

*Sixth United States Cavalry.*

B.

CAMP GRANT, A. T.,

November 1, 1875.

Respectfully returned, with the information that the within-named men were acting under my orders in extinguishing a prairie-fire, and that they sustained the loss of their clothing in the proper discharge of their duty, protecting public property.

D. MADDEN,

*Captain Sixth Cavalry.*

[Indorsements.]

HEADQUARTERS DEPARTMENT OF ARIZONA,

*Prescott, November 20, 1875.*

Respectfully returned to the commanding general Department of the Missouri, inviting attention to supplementary proceedings of board inclosed herewith.

In absence of the colonel and brevet major-general commanding:

J. P. MARTIN,

*Assistant Adjutant-General.*

HEADQUARTERS DEPARTMENT OF THE MISSOURI,

*Fort Leavenworth, Kans., December 8, 1875.*

Respectfully forwarded to the Adjutant-General of the Army, through office of the assistant adjutant-general headquarters Military Division of the Missouri.

JNO. POPE,

*Bvt. Maj. Gen. U. S. A., Commanding.*

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,

*Chicago, December 11, 1875.*

Respectfully forwarded to the Adjutant-General of the Army.

P. H. SHERIDAN,

*Lieut. Gen., Commanding.*

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*December 16, 1875.*

Respectfully referred to the Judge-Advocate-General, for remark, in connection with previous opinions from Bureau of Military Justice relative to losses of clothing through the casualty of fire.

E. D. TOWNSEND,  
*Adjutant-General.*

WAR DEPARTMENT,  
BUREAU OF MILITARY JUSTICE,  
*December 18, 1875.*

Respectfully returned to the Adjutant-General, with opinion that the Secretary of War would not be authorized to make gratuitous issues of clothing in this case, under paragraph 55, amended Army Regulations; the loss not having been primarily caused by a compliance with a military order requiring or necessitating its abandonment or destruction. Captain Madden indeed states that the enlisted men named in the papers "were acting under his orders in extinguishing a prairie-fire, and that they sustained the loss of their clothing in the proper discharge of their duty, protecting public property."

This is evidence that the clothing was not lost by any fault of the men, which is one of the conditions required by the regulation to be established. But it does not show that it was lost by reason of obedience to, and as the immediate consequence of, orders given, but that the loss was occasioned by the violence of the elements.

As heretofore held in similar cases, the regulation is believed to be intended to indemnify the soldier against loss by military acts and orders solely, and not against the operation of a *vis major* or *actus Dei*. In this instance, therefore, it is concluded that relief can only be afforded (as it has frequently in fact been afforded) by special act of Congress.

W. M. DUNN,  
*Judge-Advocate-General.*

WAR DEPARTMENT,  
ADJUTANT-GENERAL'S OFFICE,  
*December 23, 1875.*

Respectfully referred to the Quartermaster-General for examination and remark, before being submitted to the Secretary of War.

E. D. TOWNSEND,  
*Adjutant-General.*

QUARTERMASTER-GENERAL'S OFFICE,  
*January 4, 1876.*

Respectfully returned to the Adjutant-General of the Army. The facts established by the board of survey are such that it would seem that the soldiers should have the relief asked for, and since, in the opinion of the Judge-Advocate-General, the case is not provided for by the regulations, it is suggested that the favorable action of Congress be recommended.

RUFUS INGALLS,  
*Acting Quartermaster-General,*  
*Brevet Major-General.*



REPORT OF CHIEF SIGNAL-OFFICER OF EXPENSES, ETC.

LETTER

FROM THE

CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING,

*In compliance with section 228, Title VI, Revised Statutes, a report of the Chief Signal-Officer, showing the amount of funds appropriated for, and expended by, the Signal-Office during fiscal year ending June 30, 1875.*

JANUARY 18, 1876.—Referred to the Committee on Appropriations and ordered to be printed.

WAR DEPARTMENT,  
January 14, 1876.

The chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the House of Representatives, in pursuance of section 228, Title VI, Revised Statutes, statement showing the amount of funds appropriated for, and expended by, the Signal-Office during the fiscal year ending June 30, 1875.

H. T. CROSBY,  
Chief Clerk.

WAR DEPARTMENT,  
OFFICE OF THE CHIEF SIGNAL-OFFICER,  
Washington, D. C., January 7, 1876.

SIR : In pursuance of section 228, Title VI, Revised Statutes, requiring a statement of the appropriations of the preceding fiscal year for the Department of War, showing the amount appropriated under each specific head of appropriation, the amount expended under each head, and the balance which, on the 30th of June preceding such report, remained unexpended, with the probable demands upon such balance, I have the honor to report that, of the appropriations under control of this Office, there were appropriated for the fiscal year ending June 30, 1875—

For the expenses of the signal-service of the Army.....	\$12,500 00
Observation and report of storms.....	410,325 00
Telegraph from Prescott to Camp Verde and Camp Apache, Arizona.....	4,000 00
Construction and operation of a line of telegraph on the frontier settlements of Texas.....	100,000 00

2 REPORT OF THE CHIEF SIGNAL-OFFICER OF EXPENSES.

Out of which there were expended, to June 30, 1875, respectively, \$10,093.19, \$406,504.40, \$4,000, and \$91,401.93; leaving balances unexpended on that day as follows:

Expenses of the signal-service of the Army.....	\$2,406 81
Observation and report of storms.....	3,820 60
Telegraph from Prescott to Camp Verde and Camp Apache, Arizona .....	
Construction and operation of a line of telegraph, &c., Texas.	8,598 07
The demands upon which, since June 30, 1875, have exhausted them.	

Very respectfully, your obedient servant,

ALBERT J. MYER,  
*Brigadier-General, (Brevet Assigned,)*  
*Chief Signal-Officer of the Army.*

The Honorable the SECRETARY OF WAR,  
Washington, D. C.

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MURPHY & GOOD.

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LETTER

FROM

THE CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING

*Papers in the claim of Messrs. Murphy & Good for \$791.38 for laying sidewalk in front of United States arsenal grounds at Indianapolis, Ind.*

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JANUARY 18, 1876.—Referred to the Committee on Public Buildings and Grounds and ordered to be printed.

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WAR DEPARTMENT,  
January 12, 1876.

The chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the House of Representatives, copies of papers in the claim of Murphy & Good, amounting to 791.38, for paving the sidewalk in front of the United States arsenal grounds on Clifford avenue, Indianapolis, Ind.

It will be seen from the inclosed papers that the work has been done as alleged, and an appropriation for the payment of the claim is respectfully recommended by the Secretary of War.

H. T. CROSBY,  
Chief Clerk.

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INDIANAPOLIS, December 19, 1875.

DEAR JOHN: I inclose my claim to be filed with the Chief of Ordnance; don't know whether it is necessary or not, but presume he should have it, to include in his estimates of next year's expenses. If you know of any shorter route to obtain the money, I should like to have it. I will write to Hon. Franklin Landers in reference to the matter, so that the claim will not be overlooked when the appropriation bills come up.

Cordially,

JOHN L. HANNA.

Hon. JNO. C. NEW,  
Washington, D. C.

DECEMBER 23, 1875.

Respectfully referred to the honorable the Secretary of War, with the request that he have the kindness to investigate the within claim, and, if found correct and just, that he cause an estimate thereof to be submitted to Congress.

JOHN C. NEW,  
Treasurer United States.

ORDNANCE OFFICE, WAR DEPARTMENT,  
Washington, Jan. 4, 1876.

Respectfully returned to the Secretary of War.

The work has been done as within claimed, and is certified to by Captain Arnold, the commanding officer of Indianapolis arsenal.

It is for Congress to determine whether the amount claimed shall be appropriated.

S. V. BENÉT,  
Brig. Gen., Chief of Ordnance.

INDIANAPOLIS, October 18, 1865.

A second and final estimate allowed Murphy & Good for grading and paving the sidewalks of Clifford avenue, from Massachusetts avenue to the west line of Ingram Fletcher's property, on the north side, and from Massachusetts avenue to the west line of the Woodruff Place, on the south side, made at 59 cents per linear foot front on the north side, and 65 cents per linear foot front on the south side.

Owner's names.	Description.	Number of—	Assessment.
	<i>South side.</i>	Ft. In.	
United States of America..	1,217½ feet front on Clifford avenue, being the east ½ of northwest ¼ section 6, township 15, range 4 east, containing 80 acres, more or less, and known as the United States arsenal grounds.	1,217 6	\$791 38
City of Indianapolis .....		7 6	4 88
Total .....			796 26

I hereby certify that the above estimate is correct, and was approved by the common council of said city on the 18th day of October, 1875.

BERNHARD H. DIETZ,  
City Civil Engineer.

INDIANAPOLIS, October 25, 1875.

*United States of America, Dr., to Murphy & Good, contractors.*

October 18. To paving the sidewalk in front of the United States arsenal grounds on Clifford avenue, as per contract with the common council of the city of Indianapolis, 1,217½ feet front on Clifford avenue, being the east ½ of N. W. ¼ section 6, township 15, range 4 east, containing 80 acres, more or less, and known as the U. S. arsenal grounds.  
1,217½ feet, at 65 cents per foot..... \$791 38

STATE OF INDIANA, Marion County, ss:

I, Bernhard H. Dietz, civil engineer of the city of Indianapolis, do hereby certify the above and foregoing bill to be just and correct, as appears from the record of estimates for street-improvements allowed by the common council of the city of Indianapolis, and on file in my office; that the contract-price for said work is 65 cents per linear foot on the south side of said avenue, and that said ground of the United States fronts on said south side of said avenue; and that work has been done according to contract, and that an estimate has been duly allowed the said contractors, (Murphy & Good.)

Witness my hand this 25th day of October, 1875.

BERNHARD H. DIETZ.

Sworn and subscribed to before me this 25th day of October, 1875.

CHAS. P. FANT, Notary Public.

OFFICE OF CITY CLERK,  
Indianapolis, October 29, 1875.

I, Benj. C. Wright, clerk of the city of Indianapolis, do hereby certify that on the 16th day of August, 1875, the city council of the city of Indianapolis did enter into a contract with said Murphy & Good for paving with brick the south sidewalk of Clifford avenue along the north side of the United States arsenal grounds, for the sum of 65

cents per linear foot front on said south side of Clifford avenue. Afterwards, to wit, on the 18th day of October, 1875, at a regular session of the common council of said city, the said common council approved and adopted an estimate assessing the United States of America for paving said south sidewalk of Clifford avenue with 1,217½ feet, at 65 cents per front foot, making \$791.38, as appears of record now on file in my office.

Witness my hand and official seal this 29th day of October, A. D. 1875.

BENJ. C. WRIGHT, *City Clerk*.

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INDIANAPOLIS ARSENAL, October 30, 1875.

I hereby certify that the above-mentioned contractors (Murphy & Good) have paved with brick the sidewalk on Clifford avenue adjoining the arsenal-grounds, that the sidewalk so paved is twelve hundred and seventeen and one-half (1,217½) feet in length, and that the work so done is according to contract and satisfactory.

ISAAC ARNOLD, JR.,  
*Captain of Ordnance, Comdg. Arsenal.*

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GEORGE WRIGHT.

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LETTER

FROM THE

CHIEF CLERK OF THE WAR DEPARTMENT,

TRANSMITTING

*The claim of George Wright for use of his patent by the Government.*

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JANUARY 18, 1876.—Referred to the Committee on Claims and ordered to be printed.

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WAR DEPARTMENT, January 13, 1876.

The chief clerk of the War Department, in the absence of the Secretary of War, has the honor to transmit to the United States Senate a communication from George Wright, (by his attorney, S. S. Fahnestock,) asking compensation for the use by the Army Ordnance Department of his patented linch-pin; also, letter from the Chief of Ordnance, of the 6th instant, submitting the case.

The history and merits of this claim are fully set forth in Senate Report No. 28, 2d session, Forty-first Congress, and the papers are now submitted with request for such consideration by Congress as the justice of the case may seem to demand.

H. T. CROSBY,  
*Chief Clerk.*

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ORDNANCE OFFICE, WAR DEPARTMENT,  
Washington, January 6, 1876.

SIR: I have the honor to inclose herewith a communication from George Wright, (by his attorney, S. S. Fahnestock,) asking compensation for the use by the Army Ordnance Department of his patented linch-pin.

This claim has heretofore been before this Bureau, the history and merits of which are fully set forth in Senate Report No. 28, 2d session, Forty-first Congress.

The case having been carried to Congress, a bill for his relief was passed by both Houses, and was enrolled and presented to the President on the last day of the 3d session of the Forty-first Congress. Why the bill did not receive the signature of the President is unknown to this Bureau.

It seems to be conceded that Mr. Wright's patent is a valid one, in which case I do not know of any reason why some compensation should not be made, as the fact of use by the United States is undisputed. It is considered, however, that the circumstance of Congress having taken

jurisdiction of the case is an effectual estoppel to the taking up of the case by present incumbents in the War Department. Superadded to this is the fact that there are now no funds in the Department available for its payment.

As the claim, however, originated in this Department, and its failure of approval by the President, when presented to him on the last day of an expiring session, may have been occasioned by purely fortuitous circumstances only, I would respectfully suggest the propriety of referring the accompanying papers to Congress, inviting attention to the previous history of the case, and asking such consideration by that body as the justice of the case may seem to them to demand, the claimant being notified of the reference if made.

I have the honor to be, very respectfully, your obedient servant,

S. V. BENÉT,

*Brig.-Gen., Chief of Ordnance.*

The Hon. SECRETARY OF WAR.

WASHINGTON, D. C., *October 16, 1875.*

SIR: Knowing your desire to do justice in all matters within your jurisdiction arising between the Government and its citizens, I again respectfully call your attention to the claim of George Wright for the payment to him of the very inadequate sum of \$1,500, for the use by your Department of his safety "linch-pin" for field-artillery carriages, which has been used with great advantage by the Government from the date of the issue of the patent, May 9, 1865, more than ten years, without compensation to the patentee, in the belief that, after a careful consideration of the subject-matter, you will appreciate the justice of the application, and take such action thereon as the law and the facts of the case will justify, agreeably to the rulings of your Department, in cases corresponding in principle, since your administration of the affairs of the Ordnance Department.

It is conceded that the linch-pin of my client is strong, simple, and in every way far more efficient than any other design for a similar purpose presented for the consideration of the Government, and, owing to these advantages, it has been adopted and used by your Department for more than ten years.

The patentee has uninterruptedly applied to your Department for a fair and just compensation for the use of his invention by the Government, from the date of the issue of his patent, but for reasons which are in conflict with the law of the case, the precedents of the Department, as well as principles of equity and justice, his fair and legal demand for payment for the use of his property has been held in abeyance.

It is acknowledged by your Department that a patent is the private property of the inventor, and that it cannot be used without just compensation, as ruled by the Supreme Court of the United States in the case of the United States vs. Burns, (Wallace's Reports, vol. 12, page 232, December term, 1870,) viz :

If an officer in the military service, not specially employed to make experiments with a view to suggest improvements, devises a new and valuable improvement in arms, tents, or any other kind of war-material, he is entitled to the benefit of it, and to letters-patent for the improvement from the United States, equally with any other citizen not engaged in such service; and the Government cannot, after the patent is issued, make use of the improvement, any more than a private individual, without license of the inventor or making compensation to him.

In the case cited the inventor was an officer of the United States, and in the case of my client he is simply a private citizen, and therefore entitled to all the rights, immunities, and privileges as such; and his claim, therefore, is even stronger than that decided by the court.

As the decision referred to is held by your Department as a rule of action for its guidance, there are but two questions for determination:

1. As to the validity of the patent.

This fact can be established, as in similar cases, by reference to the Attorney-General of the United States for his opinion thereon.

2. The patent being declared a valid one, and the use of the invention for more than ten years being admitted by the Department, and its present and future use being recognized as a necessity, what compensation should be made to the inventor as a fair and just remuneration for the use of his property?

My client has made a proposition to sell his invention to the Department for the very inadequate sum of \$1,500, embracing his claim for past, present, and future use of the same; which small sum, so much less than its value, he was induced to propose owing to his straitened circumstances.

That proposition is still in force, and it is competent for the Department to entertain it, and thus secure this valuable invention, and do partial justice to the claimant.

It is believed that the small sum proposed for the payment of this invention could be paid from the funds of the War Department, under the head of "Contingent," or for manufacturing of arms, &c., for the current fiscal year, as in other cases corresponding in principle, where payments are made to patentees for the use of inventions, and which are charged to the particular appropriation to which such invention would apply.

Such action on the part of the Department would be in conformity with law and precedent; and in support thereof reference is particularly requested to the payment to George Wright of \$1,500 by the Chief of Ordnance, May 4, 1864, as compensation for his patent for casting "Berman fuses," and in case of Thomas Taylor *et al.*

The foregoing references will, it is believed, be sufficient to justify favorable action on the part of the Ordnance Department, and which alone is competent to settle it, and to whom the inventor must look for a recognition of his legal rights, as the mere fact of his withdrawing his papers for the purpose of seeking justice at the hands of any other tribunal does not in any way lessen the legal obligation of the Department to pay his just demand, nor prevent the claimant from asserting his claim at any and all times, until his just and honest demand is liquidated.

With great respect, I remain your obedient servant,

S. S. FAHNESTOCK,

*Attorney for George Wright.*

General S. V. BENÉT,  
*Chief of Ordnance.*

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ARMY OFFICERS WHO HAVE SIGNIFIED THEIR INTENTION OF ENTERING FOREIGN MILITARY SERVICE.

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LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

*In compliance with a House resolution of the 6th instant, a statement of the names of officers of the Army who have signified their intention of entering foreign military service.*

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JANUARY 18, 1876.—Referred to the Committee on Military Affairs and ordered to be printed.

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WAR DEPARTMENT,  
January 15, 1876.

The Secretary of War has the honor to transmit to the House of Representatives, in compliance with House resolution of the 6th instant, a statement, made by the Adjutant-General of the Army, showing the names of such officers of the United States Army as have stated their intention of entering foreign military service.

The Department has no information touching such cases beyond what the officers have themselves furnished, and it cannot, therefore, be officially stated whether or not they did actually receive and serve under the appointments named, nor what pay they received, nor their length of service under such appointments, if received.

Leave of absence was not granted them for the purpose of entering foreign armies.

WM. W. BELKNAP,  
Secretary of War.

*Officers of the United States who are now, or have been since the year 1870, in the military service of foreign governments, so far as shown by the records of the Adjutant-General's Office.*

Name.	Rank in United States Army.	Regiment or corps.	Period of absence from duty.	Authority for absence.	Rate of pay while absent.	Remarks.
Eugene O. Fecht...	Second lieutenant.	Second Artillery.	2 years and 3 months, ending February 28, 1875.	2 months' leave granted by department commander; 13 months' leave granted by Secretary of War; 12 months' leave granted by the President.	Usual reduced pay of officers on leave of absence.	Stated he had been tendered position of chief signal-officer in the service of the Khedive of Egypt, and it appears from his reports that he left that service in the summer of 1874. He resigned from United States Army March 15, 1875.
Robert M. Rogers.	First lieutenant.	.....do.....	January 3, 1874, to November 17, 1875.	Leave of absence granted by Secretary of War.	.....do.....	Stated he had received appointment of colonel of engineers in the Egyptian army, and subsequently reported that he resigned that position early in 1875. Returned to the United States in March, 1875.
Charles F. Loshe.	... do .....	Eighth Infantry.	May 22 to December 31, 1875.	.....do.....	.....do.....	Left United States in July, 1875, when he resigned, to take effect December 31, 1875, stating he had been offered the position of major in the Egyptian army. Reorganization accepted as tendered.
William J. Wilson	Captain and assistant surgeon.	Medical Department.	Since September 28, 1875.	Leave for one year granted by Secretary of War.	.....do.....	Stated he had been tendered appointment of surgeon in the Egyptian service, with rank of major. He last reported, November 4, 1875, from Ireland, en route to Egypt. Leave was refused him when applying for the purpose of entering army of Egypt, and was subsequently granted on the ordinary application for leave of absence.

E. D. TOWNSEND,  
Adjutant-General.

ADJUTANT-GENERAL'S OFFICE.  
January 12, 1876.

REPORTS OF POSTMASTER-GENERAL IN COMPLIANCE WITH  
ACT OF JUNE 8, 1872.

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LETTER  
FROM  
THE POSTMASTER GENERAL,

TRANSMITTING,

*In compliance with the act of June 8, 1872, (1) a report of clerks and others employed in the Department, their time and compensation, for the year ending December 31, 1875; (2) an inventory of United States property in the offices of Department for same year; (3) statement of mail-equipment contracts for year ending June 30, 1875; and (4) copies of stationery-contracts made for same year.*

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JANUARY 18, 1876.—Referred to the Committee on Expenditures in the Post-Office Department and ordered to be printed.

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POST-OFFICE DEPARTMENT,  
Washington, D. C., January 13, 1876.

SIR: In compliance with the "act to revise, consolidate, and amend the statutes relating to the Post-Office Department," approved June 8, 1872, I have the honor to transmit herewith the following reports, viz:

1. Report of clerks and other persons employed in the Post-Office Department during the year ended December 31, 1875, or any part thereof, giving the names of the persons, the time they were employed, and the sum paid to each.
2. An inventory of the property belonging to the United States in the rooms, offices, and buildings used by the Department for the year ended December 31, 1875.
3. Statement of contracts connected with the mail-equipment division made during the year ended June 30, 1875.
4. Copies of contracts for stationery, wrapping-paper, and twine, and for letter-balances, made during the year ended June 30, 1875.

Very respectfully, your obedient servant,

MARSHALL JEWELL,  
Postmaster-General.

HON. MICHAEL C. KERR,  
Speaker of the House of Representatives.



*List of clerks and others employed in the Post-Office Department during the year ending December 31, 1875, with the sum paid each.*

Name.	Position.	Time employed.	Sum paid.	Remarks.
C. F. Macdonald	Superintendent money-order system	Jan. 1 to Dec. 31	\$3,000 00	
Joseph H. Blackfan	Superintendent foreign mails	do	2,400 00	
W. L. Nicholson	Topographer	do	2,400 00	
C. Cochran, Jr.	Chief of division mail depositions	do	2,500 00	
E. J. Dallas	Chief of division dead-letter office	do	2,463 00	Fourth class, Jan. 1 to 19, chief division dead-letter office, Jan. 20 to Dec. 31.
A. D. Hazen	Chief of division postal stamps	do	2,500 00	
J. O. P. Burnside	Disbursing-officer and superintendent	do	2,239 70	Third class, Jan. 1 to 31, disbursing-officer and superintendent, Feb. 1 to Dec. 31.
J. W. Knowlton	Chief clerk Post-Office Department	Jan. 1 to Oct. 21	1,791 41	Chief division dead-letter office, Jan. 1 to 19; chief clerk, Jan. 20 to Oct. 21.
George H. Cowell	do	Oct. 28 to Dec. 31	388 61	
James H. Marr	Chief clerk appointment office	Jan. 1 to Dec. 1	2,000 00	
J. L. French	Chief clerk contingent office	do	900 00	
William M. Ireland	Chief clerk finance office	do	2,000 00	
David Haynes	Chief clerk money-order system	do	2,000 00	
Richard Kelly	Chief clerk foreign mails	do	2,000 00	
R. W. Gurley	Superintendent free-delivery	do	2,150 00	
H. L. Johnson	Superintendent mail-espionage division	do	1,400 00	\$2,500 per annum, Jan. to June 30; \$1,800 per annum, July 1, Dec. 31.
George A. Gustin	Superintendent	do	1,400 00	
N. A. Gray	Superintendent blank agency	do	1,400 00	
W. S. Davis	Assistant superintendent blank agency	do	1,200 00	
J. H. Minnich	Assistant	do	1,200 00	
C. R. P. Stalley	do	do	1,200 00	
E. R. Branch	do	do	1,177 34	Resigned Oct. 21.
J. C. Chapin	do	Jan. 1 to Oct. 21	1,200 00	
Joseph Minor	do	Jan. 1 to Dec. 31	1,200 00	
J. W. Van Vleet	do	do	900 00	
George W. Williams	do	Dec. 29 to Dec. 31	72 61	
Chase Andrews	Fourth class	Jan. 1 to Dec. 31	1,800 00	
George J. Brewer	do	do	1,782 40	Third class, Jan. 1 to 31; fourth class, Feb. 1 to Dec. 31.
S. S. Rawford	do	do	1,643 14	Second class, Jan. 1 to Feb. 11; third class, Feb. 12 to Aug. 31; fourth class, Sept. 1 to Dec. 31.
W. F. Corey	do	do	1,700 00	Third class, Jan. 1 to June 30; fourth class, July 1 to Dec. 31.
James N. Davis	do	do	1,810 00	Resigned Sept. 15.
A. P. Danmore	do	Jan. 1 to Sept. 15	1,276 57	Resigned Feb. 28.
T. L. Rutledge	do	Jan. 1 to Feb. 28	845 00	
T. L. Hubbard	do	Jan. 1 to Dec. 31	1,757 20	Third class, Jan. 1 to Feb. 28; fourth class, Mar. 1 to Dec. 31.
Wm. Jefferson	do	do	1,800 00	Principal clerk inspector's division, contract office.
S. M. Lake	do	do	1,800 00	
C. Kande	do	do	1,757 20	Third class, Jan. 1 to Feb. 28; fourth class, Mar. 1 to Dec. 31.
T. K. McGuire	do	Jan. 1 to July 17	957 15	Died July 17.
W. H. Page	do	Jan. 1 to Aug. 31	1,203 20	Resigned Aug. 31.
George Petrie	do	do	153 00	Resigned Jan. 31.
W. T. Rambusch	do	Jan. 1 to Jan. 31		

Thomas N. Beach	do	Jan. 1 to Dec. 31	1,661 40	Third class, Jan. 1 to Aug. 31; fourth class, Sept. 1 to Dec. 31.
John H. Bailey	do	Jan. 1 to Aug. 31	1,283 30	Removed Aug. 31.
James A. Lee	do	Jan. 1 to Dec. 31	1,077 50	Third class, Jan. 1 to Feb. 28; fourth class, Mar. 1 to Dec. 31.
Louis Watkins	do	do	1,297 11	Chief clerk, Jan. 1 to 19; fourth class, Jan. 20 to Dec. 31.
J. H. Whitner	do	do	1,659 71	Third class, Jan. 1 to July 19; fourth class, July 20 to Dec. 31.
do	do	do	1,349 40	
Reuben Williams	do	Nov. 1 to Dec. 31	1,600 00	
R. C. Arbutnot	do	Jan. 1 to Dec. 31	1,511 18	Second class, Jan. 1 to Apr. 16; third class, Apr. 17 to Dec. 31.
W. L. Arue	do	do	1,550 00	Second class, Jan. 1 to Mar. 31; third class, Apr. 1 to Dec. 31.
F. L. A. Bantanges	do	do	1,543 87	Second class, Jan. 1 to 29; third class, Jan. 30 to Dec. 31.
J. W. Ballard	do	do	1,610 00	
A. W. Bogdan	do	do	1,511 18	Second class, Jan. 1 to Apr. 16; third class, Apr. 17 to Dec. 31.
Alton Bradford	do	do	1,600 00	
N. H. Bradshaw	do	do	1,600 00	
N. H. Brooks	do	do	1,600 00	
A. H. Brown	do	Jan. to June 30	1,600 00	Resigned June 30.
R. T. Bryan	do	Jan. 1 to Dec. 31	1,600 00	Second class, Jan. 1 to June 30; third class, July 1 to Dec. 31.
Joseph Burroughs	do	do	1,600 00	
Joseph Cochran	do	do	1,600 00	Removed Apr. 13.
C. M. Cobb	do	Jan. to Apr. 13	1,437 14	
David Cramer	do	Jan. 1 to Dec. 31	1,587 30	Second class, Jan. 1 to Feb. 28; Third class, Mar. 1 to Dec. 31.
W. H. D. Dyer	do	do	1,600 00	
J. H. H. Dyer	do	do	1,600 00	
Amos Drives	do	Apr. 24 to Dec. 31	1,018 87	
D. H. Eckels	do	Jan. 1 to Dec. 31	1,600 00	
J. L. Elliott	do	do	1,600 00	
J. H. Folcomar	do	do	1,600 00	
D. O. Floyd	do	Jan. 1 to Apr. 14	1,461 54	Removed Apr. 14.
John R. Forrie	do	Jan. 1 to Dec. 31	1,600 00	
E. C. Fowler	do	do	1,600 00	
George E. Gambrell	do	do	1,466 20	Second class, Jan. 1 to Aug. 31; third class, Sept. 1 to Dec. 31.
John Galaborough	do	do	1,600 00	
W. B. Goncalves	do	do	1,600 00	
J. N. Gordon	do	do	1,600 00	
Thomas P. Graham	do	do	1,600 00	
L. C. Gury	do	Jan. 1 to Jan. 29	1,28 89	Removed Jan. 29.
George E. Hale	do	Jan. 1 to Dec. 31	1,491 84	Second class, Jan. 1 to July 15; third class, July 16 to Dec. 31.
E. S. Hall	do	do	1,491 84	Second class, Jan. 1 to July 15; third class, July 16 to Dec. 31.
E. K. Hart	do	Jan. 8 to Dec. 31	1,409 74	First class, Jan. 8 to Apr. 16; second class, Apr. 17 to July 15; third class, July 16 to Dec. 31.
do	do	do		
G. Hughes	do	Jan. 1 to Dec. 31	1,600 00	
B. C. Jones	do	do	1,600 00	
J. I. Jones	do	do	1,567 20	Second class, Jan. 1 to Feb. 28; third class, Mar. 1 to Dec. 31.
W. F. Kellogg	do	Feb. 13 to Dec. 31	1,189 23	First class, Feb. 13 to Aug. 31; third class, Sept. 1 to Dec. 31.
Samuel L. King	do	Jan. 1 to Dec. 31	1,600 00	
William Kincaid	do	do	1,600 00	
G. H. LaFetra	do	do	1,566 64	
John Lynde	do	do	1,600 00	Second class, Jan. 1 to 24; third class, Jan. 25 to Dec. 31.
Thomas B. Marche	do	do	1,600 00	
James H. Marr, Jr	do	do	1,600 00	
John Meigs	do	do	1,600 00	
C. W. Morgan	do	do	1,600 00	
W. F. Nelson	do	Jan. 1 to Mar. 11	311 09	Died Mar. 11.

## REPORTS OF POSTMASTER-GENERAL.

*List of clerks and others employed in the Post-Office Department, &c.—Continued.*

Name.	Position.	Time employed.	Sum paid.	Remarks.
Hugh Niebet.....	Third class	Jan 1 to Dec. 31	\$1,600 00	
J. J. Noah.....	do	Jan 1 to May 10	575 86	Resigned May 10.
Edward F. O'Brien.....	do	Jan 1 to Nov. 30	1,465 20	Resigned Nov. 30.
F. T. Page.....	do	Jan 1 to Dec. 31	1,596 64	Second class, Jan. 1 to 6; third class, Jan. 7 to Dec. 31.
J. W. Falne.....	do	Jan 1 to May 3	545 09	Died May 3.
J. M. Parke.....	do	Jan 1 to Dec. 31	1,600 00	
W. G. Perry.....	do	do	1,600 00	
A. G. M. Prevost.....	do	do	364 42	Resigned Mar. 23.
F. H. Ranney.....	do	Jan 1 to Dec. 31	1,567 20	Second class, Jan. 1 to Feb. 28; third class, Mar. 1 to Dec. 31.
Owen Riley.....	do	do	1,500 00	Second class, Jan. 1 to June 30; third class, July 1 to Dec. 31.
W. N. Rowe.....	do	do	1,600 00	
William Sickels.....	do	do	1,600 00	
J. C. Slater.....	do	do	1,600 00	
Chauncey Smith.....	do	do	1,600 00	
N. A. C. Smith.....	do	do	1,567 20	Second class, Jan. 1 to Feb. 28; third class, Mar. 1 to Dec. 31.
Walter Spangler.....	do	do	1,550 00	Second class, Jan. 1 to Mar. 31; third class, Apr. 1 to Dec. 31.
C. P. Swayze.....	do	do	1,567 20	Second class, Jan. 1 to Feb. 28; third class, Mar. 1 to Dec. 31.
Namuel Thomas.....	do	do	1,528 07	Second class, Jan. 1 to May 10; third class, May 11 to Dec. 31.
W. H. Thumliert.....	do	do	1,600 00	
P. A. Tracy.....	do	do	1,600 00	
George W. Turner.....	do	Jan 1 to Jan. 24	108 67	Removed Jan. 24.
William H. Turner.....	do	Jan 1 to Dec. 31	1,600 00	
Sara C. Upton.....	do	do	1,469 60	On leave, without pay, during September.
W. Van Vleck.....	do	do	1,600 00	
H. W. Walbridge.....	do	do	1,528 07	
W. V. Weaver.....	do	do	1,600 00	Second class, Jan. 1 to May 10; third class, May 11 to Dec. 31.
George W. Wells.....	do	do	1,600 00	
George F. White.....	do	do	1,600 00	
Harry White.....	do	do	1,600 00	
A. M. Wilson.....	do	do	1,600 00	
Henry Adams.....	Second class	do	1,400 00	
Emil Alexander.....	do	Mar 6 to Dec. 31	1,079 35	First class, Mar. 6 to July 15; second class, July 16 to Dec. 31.
A. S. Badgley.....	do	Jan. 1 to Dec. 31	1,378 30	First class, Jan. 1 to Feb. 28; second class, Mar. 1 to Dec. 31.
T. M. Baker.....	do	do	1,350 00	First class, Jan. 1 to Mar. 31; second class, Apr. 1 to Dec. 31.
John F. Bivins.....	do	do	1,367 30	First class, Jan. 1 to Feb. 28; second class, Mar. 1 to Dec. 31.
J. F. H. Bois.....	do	do	1,400 00	
James F. Canfield.....	do	do	1,350 00	First class, Jan. 1 to Mar. 31; second class, Apr. 1 to Dec. 31.
J. B. Carns.....	do	do	1,400 00	
W. T. Chandler.....	do	do	1,300 00	First class, Jan. 1 to June 30; second class, July 1 to Dec. 31.
Lavinia Chase.....	do	do	1,400 00	
W. C. Coon.....	do	do	1,386 62	First class, Jan. 1 to 6; second class, Jan. 7 to Dec. 31.
W. F. Crane.....	do	do	1,291 00	
Wright Curtis.....	do	do	1,291 88	First class, Jan. 1 to July 15; second class, July 16 to Dec. 31.
W. H. Daniels.....	do	do	1,400 00	
J. N. Dorrin.....	do	Jan 25 to Dec. 31	1,270 03	First class, Jan. 25 to Mar. 31; second class, Apr. 1 to Dec. 31.

W. E. Doyle.....	do	Jan. 1 to Mar. 31	1,350 00	Resigned Mar. 31.
J. R. Durham.....	do	Jan. 1 to Dec. 31	1,400 00	
W. T. S. Duvall.....	do	do	1,323 85	First class, Jan. 1 to 29; second class, Jan. 30 to Dec. 31.
James E. Douglas.....	do	do	1,426 47	First class, Jan. 1 to Aug. 31; second class, Sept. 1 to Dec. 31.
Ray P. Eaton.....	do	Sept. 9 to Dec. 31	1,411 41	First class, Sept. 9 to Nov. 30; second class, Dec. 1 to 31.
Thomas H. Ferrell.....	do	Mar. 8 to Dec. 31	1,437 63	First class, Mar. 8 to Aug. 10; second class, Aug. 11 to Dec. 31.
J. R. Ford.....	do	Jan. 1 to Dec. 31	1,434 62	Removed Apr. 22.
D. C. Fountain.....	do	Jan. 1 to Dec. 31	1,400 00	
S. J. Garrett.....	do	Jan. 1 to Sept. 13	1,415 27	Died Sept. 13.
John W. Hagan.....	do	Jan. 1 to Dec. 31	1,400 00	Appointed second class Mar. 11.
J. O. Hawley.....	do	do	1,400 00	
W. J. B. Hill.....	do	do	1,400 00	
Seth Hillman.....	do	do	1,376 63	First class, Jan. 1 to Feb. 11; second class, Feb. 12 to Dec. 31.
Alfred Hovey.....	do	Apr. 1 to Dec. 31	1,427 48	First class, Apr. 1 to May 11; second class, May 12 to Dec. 31.
H. C. Johnson.....	do	Jan. 1 to Dec. 31	1,400 00	
H. A. Kelly.....	do	do	1,400 00	
J. H. Kimball.....	do	Mar. 10 to Dec. 31	1,432 59	First class, Mar. 10 to Sept. 20; second class, Sept. 21 to Dec. 31.
James P. Lewis.....	do	Jan. 1 to Dec. 31	1,400 00	
Charles E. Lyman.....	do	do	1,400 00	
John A. Madden.....	do	do	1,400 00	
George G. Markham.....	do	Jan. 1 to July 15	1,257 07	Discontinued July 15.
W. H. S. McGee.....	do	Jan. 1 to Dec. 31	1,400 00	
John McCarthy.....	do	do	1,386 62	First class, Jan. 1 to 24; second class, Jan. 25 to Dec. 31.
Thomas L. McGee.....	do	do	1,367 30	First class, Jan. 1 to Feb. 23; second class, Mar. 1 to Dec. 31.
J. E. Morgan.....	do	do	1,400 00	
A. F. Menden.....	do	do	1,341 50	First class, Jan. 1 to Apr. 16; second class, Apr. 17 to Dec. 31.
John H. O'Leary.....	do	do	1,400 00	
C. O'Neil.....	do	do	1,395 62	First class, Jan. 1 to 6; second class, Jan. 7 to Dec. 31.
John H. Pryor.....	do	do	1,377 50	First class, Jan. 1 to Mar. 31; second class, Apr. 1 to July 23; resigned July 23.
J. M. Reigart.....	do	Jan. 1 to July 23	1,118 51	First class, Feb. 23 to July 15; second class, July 16 to Dec. 31.
D. W. Rhodes.....	do	Feb. 23 to Dec. 31	1,400 00	
Bernard T. Scheitlin.....	do	Jan. 1 to Dec. 31	1,400 00	
George D. Scott.....	do	do	1,400 00	
Alfred Shaw.....	do	do	1,391 88	First class, July 1 to 15; second class, July 16 to Dec. 31.
Alfred Smith.....	do	Jan. 1 to Dec. 31	1,392 04	First class, Jan. 1 to May 10; second class, May 11 to Dec. 31.
Alfred Somervell.....	do	May 21 to Dec. 31	1,375 04	First class, May 21 to July 15; second class, July 16 to Dec. 31.
S. R. Stratton.....	do	Apr. 8 to Dec. 31	975 73	First class, Apr. 8 to June 30; second class, July 1 to Dec. 31.
George M. Sweeney.....	do	May 11 to Nov. 30	674 71	First class, May 11 to Aug. 31; second class, Sept. 1 to Nov. 30; transferred special agent.
Zan L. Tidball.....	do	do	932 54	First class, Apr. 19 to July 15; second class, July 16 to Dec. 31.
Stanley G. Trott.....	do	Apr. 19 to Dec. 31	1,400 00	
C. E. Troutman.....	do	Jan. 1 to Dec. 31	1,371 41	First class, Jan. 30 to May 10; second class, May 11 to Dec. 31.
F. C. Wade.....	do	Jan. 30 to Dec. 31	1,370 00	First class, Jan. 1 to Feb. 28; second class, Mar. 1 to Dec. 31.
John Warner.....	do	Jan. 1 to Dec. 31	1,350 00	First class, Jan. 1 to Mar. 31; second class, Apr. 1 to Dec. 31.
A. M. Wooster.....	do	do	1,300 00	
Charles Adams.....	do	do	1,300 00	
J. A. Allen.....	do	do	1,300 00	
Alfred Armstrong.....	do	do	465 83	Aug. 2 to Dec. 31
A. H. Baker.....	do	Aug. 11 to Dec. 31	468 83	
William W. Baker.....	do	do	76 67	Died Jan. 23.
Horatio Bates.....	do	Jan. 1 to Jan. 23		

## REPORTS OF POSTMASTER-GENERAL.

*List of clerks and others employed in the Post-Office Department, &c.—Continued.*

Name.	Position.	Time employed.	Sum paid.	Remarks.
Charles A. Bell	First class	Jan. 1 to July 23	\$675 00	Discharged July 23.
A. T. Beall	do	Jan. 1 to May 31	501 10	Died May 31.
F. H. Bennett	do	Apr. 15 to Dec. 31	853 85	
W. W. Benthall	do	Jan. 1 to Oct. 3	906 52	Resigned Oct. 3.
George S. Bigelow	do	Jan. 1 to Dec. 31	1,200 00	
A. H. Bisell	do	May 8 to Dec. 31	778 92	
J. E. Blunheim	do	Jan. 1 to Dec. 31	1,153 70	Assistant messenger, at \$750, Jan. 1 to 31; first class, Feb. 1 to Dec. 31.
James Brads	do	do	1,200 00	
H. M. W. Brainerd	do	Sept. 3 to Dec. 31	391 30	
J. N. Browning	do	Jan. 1 to Dec. 31	1,200 00	Resigned May 31.
John G. Burrill	do	Apr. 12 to May 31	164 84	
L. W. Case	do	Feb. 15 to Dec. 31	1,049 97	Temporary clerk, Feb. 15 to June 30; first class, July 1 to Dec. 31.
George D. Chenoweth	do	Jan. 1 to Dec. 31	775 90	Disbursing officer and superintendent, Jan. 1 to 31; fourth class, Feb. 1 to Mar. 8, and resigned; first class, September 1 to Dec. 31.
R. H. Chinn	do	do	1,200 00	
D. S. Christy	do	do	1,200 00	
J. H. Cook	do	do	1,200 00	
John Cranch	do	do	1,250 00	
E. W. Creedy	do	do	1,200 00	
R. S. Crutenden	do	Mar. 15 to Dec. 31	956 67	
J. N. Davis, Jr.	do	Jan. 1 to Dec. 31	1,200 00	
Milton Davis	do	do	1,200 00	
M. Diffenderfer	do	do	1,200 00	
Thomas H. England	do	do	1,200 00	
F. S. Evans	do	do	1,200 00	
J. C. Green	do	do	1,200 00	
L. A. Harvey	do	do	1,200 00	
F. R. Hayes	do	Feb. 13 to Dec. 31	1,056 63	
J. W. Hoover	do	Jan. 1 to Aug. 15	750 01	Resigned Aug. 15.
Thomas R. Horton	do	July 16 to Dec. 31	551 07	
H. N. Howard	do	May 13 to Dec. 31	761 54	
A. R. Jacobs	do	Jan. 1 to Mar. 31	300 00	Resigned Mar. 31.
S. E. Jenson	do	do	1,200 00	
T. M. Kellinger	do	Jan. 1 to Dec. 31	1,200 00	
D. S. Kidder	do	do	1,200 00	
E. B. Kilby	do	do	1,200 00	
T. F. King	do	July 1 to Dec. 31	600 00	
Thomas Landers	do	Jan. 2 to Aug. 6	717 37	Temporary clerk, Jan. 2 to June 30; first class July 1 to Aug. 6; resigned Aug. 6.
C. E. Lang	do	July 20 to Dec. 31	538 03	
L. E. L. Laurie	do	Jan. 1 to Feb. 28	196 70	Resigned, Feb. 28.
James Lawrenson	do	Jan. 1 to Dec. 31	1,200 00	
R. S. Lawrenson	do	do	1,200 00	
Newton R. Linn	do	Jan. 1 to Nov. 30	1,084 90	Resigned, Nov. 30.

W R Logan	do	Jan. 1 to Jan. 31	103 30	Resigned Jan. 31.
Henry D. Lyman	do	Nov. 20 to Dec. 31	133 71	
A. S. Lynch	do	Jan. 1 to Dec. 31	1,200 00	
Thomas A. Maguire	do	July to Dec. 31	600 00	
C. F. Malard	do	Feb. 15 to Dec. 31	1,043 37	
Wm. Mann	do	June 10 to Dec. 31	363 23	
William J. Marshall	do	Sept. 2 to Dec. 31	394 57	
F. E. Matthews	do	Jan. 1 to Dec. 31	1,200 00	
E. McElvaine	do	do	1,200 00	
J. McLean	do	Mar. 1 to Apr. 8	123 07	Removed Apr. 8.
J. E. Minick	do	Aug. 1 to Sept. 30	178 90	Discontinued Sept. 30.
J. E. Mowin	do	July 17 to Dec. 31	544 81	
George O. Moore	do	Apr. 1 to Dec. 31	1,900 00	
M. Morgan	do	Jan. 1 to Dec. 31	1,200 00	
Ed. Moulton	do	do	1,200 00	
William L. Mulliken	do	do	1,200 00	
William L. Norton	do	do	1,200 00	
James W. Norton	do	Sept. 30 to Dec. 31	1,200 00	On detached service during month of Dec.
Hannibal D. Norton	do	Jan. 1 to Dec. 31	1,200 16	
R. C. O. J. Norton	do	Jan. 1 to Nov. 4	1,010 88	Died Nov. 4.
W. P. Oge	do	Jan. 1 to Dec. 31	1,900 00	
W. H. Pierce	do	Apr. 1 to Dec. 31	1,200 00	
L. C. Powell	do	Jan. 1 to Dec. 31	1,200 00	
C. E. Ramm	do	do	1,200 00	
Thomas F. Rea	do	do	1,200 00	
James H. Reeve	do	July 15 to Dec. 31	1,554 33	
Henri V. Roberts	do	Jan. 1 to Dec. 31	1,200 00	Laborer at \$720, Apr. 14 to Sept. 23; first class, Sept. 24 to Dec. 31.
Reynold Ruff	do	Apr. 14 to Dec. 31	643 36	
M. J. Saffold	do	Sept. 17 to Dec. 31	345 65	Resigned May 31.
D. Simons	do	Jan. 1 to May 31	501 10	
F. R. Stragie	do	Jan. 1 to Dec. 31	1,200 00	Died Aug. 21.
E. H. Sullivan	do	Jan. 1 to Aug. 31	1,250 00	Second class, Jan. 1 to Mar. 31; first class, Apr. 1 to Dec. 31.
H. I. Sullivan	do	Feb. 1 to Oct. 31	863 18	Resigned Oct. 31.
Galling Thomas	do	Jan. 7 to Feb. 6	103 33	Resigned Feb. 6.
A. R. Threlton	do	Jan. 1 to Dec. 31	1,019 79	Female clerk at \$900, Jan. 1 to Aug. 6; first class, Aug. 7 to Dec. 31.
M. Von Estrees	do	Jan. 1 to Mar. 19	293 03	Resigned Mar. 19.
Thomas A. Walters	do	Jan. 1 to Dec. 31	1,200 00	Removed Oct. 9.
Harriet H. Webber	do	Sept. 21 to Oct. 9	61 96	Female clerk at \$900, Jan. 1 to June 30; first class, July 1 to Dec. 31.
E. J. Whipple	do	Jan. 1 to Dec. 31	1,050 00	Laborer at \$720, Jan. 1 to Feb. 28; first class, Mar. 1 to Dec. 31.
Mary E. Wilcox	do	Jan. 1 to Dec. 31	1,121 30	
H. R. Wilkins, Jr.	do	do	1,200 00	
James H. Williams	do	June 4 to Dec. 31	680 01	
J. W. F. Williams	do	July 23 to Dec. 31	528 25	
John M. Young	do	Oct. 26 to Dec. 31	218 47	
Frank A. Barrett	do	Apr. 16 to Dec. 31	850 55	
Henry C. De Alana	do	Dec. 23 to Dec. 31	80 35	
Robert Geddes	do	Oct. 12 to Oct. 13	3 26	Resigned Oct. 13.
R. D. Beckley	do	Jan. 1 to Dec. 31	1,200 00	
Temporary clerk	do	July 1 to Dec. 31	600 00	

## REPORTS OF POSTMASTER-GENERAL.

*List of clerks and others employed in the Post-Office Department, &c.—Continued.*

Name.	Position.	Time employed.	Sum paid.	Remarks.
F. C. Routt	Temporary clerk	Jan. 1 to Feb. 28	\$196 70	Resigned Feb. 28.
G. M. Nye	do	Jan. 1 to Apr. 10	332 97	Resigned Apr. 10.
George E. Lamborn	do	Jan. 1 to Dec. 31	900 00	
M. I. Scribner	do	Oct. 18 to Dec. 31	183 44	
H. R. Wymer	do	Jan. 1 to Dec. 31	900 00	
Lucie C. Murphy	do	do	900 00	
David Nicholson	do	Jan. 1 to Feb. 1	80 00	Resigned Feb. 1.
William H. Tuttle	do	Sept. 17 to Dec. 31	905 43	
James P. McElfresh	Temporary assistant messenger	Jan. 1 to Dec. 31	720 00	
E. G. Skinner	do	May 14 to Dec. 31	454 90	
R. W. Talbot	do	Aug. 1 to Dec. 31	256 41	Discontinued Dec. 9.
Thomas M. Talbot	do	Aug. 9 to Dec. 31	43 04	
W. H. Landvoight	do	Aug. 6 to Dec. 31	289 67	
Thomas J. Cowle	do	Nov. 10 to Dec. 31	99 83	
Emma C. Jones	do	Dec. 28 to Dec. 31	3 91	
Charles Spraul	Temporary watchman	Mar. 8 to Dec. 31	588 00	
W. E. Horton	do	May 12 to Dec. 31	458 86	Discontinued July 3.
Jerry Robinson	Temporary laborer	Apr. 1 to July 3	185 87	Do.
Richard Driver	do	Mar. 6 to July 3	237 87	Messenger at \$340, Jan. 1 to June 30; temporary laborer, July 1 to Dec. 31.
Charles Rothrock	do	Jan. 1 to Dec. 31	780 00	
Edwin Hodge, Jr.	do	Apr. 20 to Dec. 31	125 64	
Gretchen Amann	do	Mar. 29 to Oct. 31	284 40	Resigned Oct. 31.
Sarah M. Searle	do	Dec. 20 to Dec. 31	15 60	
Henry R. Walker	do	Dec. 23 to Dec. 31	17 61	
Sarah J. Alexander	Female clerk	Jan. 1 to Nov. 30	894 20	Discontinued Nov. 30.
Ann W. Allen	do	do	894 20	Do.
G. W. Ashby	do	Jan. 1 to Dec. 31	900 00	
M. F. Bailey	do	Jan. 1 to Feb. 28	147 50	Removed Feb. 28.
W. A. Barry	do	Jan. 1 to Dec. 31	900 00	
Ellen Beebe	do	Mar. 1 to Dec. 31	752 50	
Fannie G. Bennett	do	do	752 50	
E. T. Bowen	do	May 7 to Dec. 31	586 01	
F. B. Bowen	do	Jan. 1 to May 6	314 04	Resigned May 6.
M. V. Brown	do	Jan. 1 to Dec. 31	900 00	
Emma Camp	do	do	900 00	
Hattie E. Carpenter	do	do	900 00	
Ann Carver	do	Jan. 1 to Feb. 28	147 50	Removed February 28.
T. D. Cary	do	Jan. 1 to Dec. 31	900 00	
Cordelia Chesel	do	do	900 00	
Virginia Coolidge	do	do	900 00	
S. E. Cummings	do	do	900 00	
L. P. Cunningham	do	do	900 00	
M. E. Cunningham	do	do	900 00	
U. G. Cunningham	do	do	900 00	





## List of clerks and others employed in the Post-Office Department, &amp;c.—Continued.

Name.	Position.	Time employed.	Sum paid.	Remarks.
C. E. Walker .....	Assistant messenger.	Jan. 1 to Dec. 31 .....	\$720 00	
William S. Gordon .....	do	do	720 00	
James A. Fagan .....	do	do	720 00	
George W. Thurnly .....	do	do	689 00	
Thomas Brannan .....	do	do	720 00	Temporary assistant messenger, at \$360, Jan. 1 to 31; assistant messenger, at \$720, February 1 to Dec. 31.
Joseph W. Galbier .....	Captain of the watch.	do	920 00	Laborer, Jan. 1 to June 30; assistant messenger, July 1 to Dec. 31.
Samuel K. Bond .....	Watchman	do	720 00	Watchman, Jan. 1 to Mar. 31; captain of watch, Apr. 1 to Dec. 31.
John H. Carr .....	do	do	720 00	
S. L. M. Couser .....	do	do	720 00	
Warren Dent .....	do	do	618 21	
Wellington Gleau .....	do	Jan. 1 to Nov. 9 .....	720 00	
J. W. Grice .....	do	Jan. 1 to Dec. 31 .....	720 00	Resigned Nov. 9.
Edward Janofer .....	do	do	101 79	
Samuel Kramer .....	do	Nov. 10 to Dec. 31 .....	700 00	
D. H. Leonard .....	do	Jan. 1 to Dec. 31 .....	720 00	Captain of watch, Jan. 1 to Mar. 31; watchman, Apr. 1 to Dec. 31.
W. A. MacNulty .....	do	Jan. 1 to Dec. 6 .....	671 14	Removed Dec. 6.
Eugene O'Sullivan .....	do	Jan. 1 to Dec. 31 .....	720 00	
H. C. Hack .....	do	Dec. 7 to Dec. 31 .....	48 91	
Rhoden Mitchell .....	do	May 13 to July 3 .....	102 75	Discontinued July 3.
Edward Avington .....	do	May 25 to July 3 .....	79 02	Do.
Laborer .....	do	Mar. 1 to Dec. 31 .....	602 00	Temporary laborer, Mar. 1 to June 30; laborer, July 1 to Dec. 31.
John W. Brausem .....	do	Sept. 25 to Dec. 31 .....	191 41	
B. A. Brennan .....	do	Mar. 1 to Dec. 31 .....	602 00	
F. P. Burgess .....	do	Sept. 10 to Dec. 31 .....	219 25	
John Coleman .....	do	Mar. 6 to Dec. 31 .....	502 00	
E. M. F. Crusor .....	do	May 11 to July 15 .....	130 19	
Jacob Depue .....	do	July 1 to Dec. 31 .....	360 00	
Benjamin Fairchild .....	do	Jan. 1 to Aug. 31 .....	481 20	
John T. Ferguson .....	do	Sept. 17 to Dec. 31 .....	207 39	Resigned July 15.
William J. Foley .....	do	Jan. 1 to Dec. 31 .....	720 00	Resigned Aug. 31.
W. H. Galer .....	do	do	720 00	
G. H. Garrison .....	do	Jan. 1 to Jan. 12 .....	24 00	Removed Jan. 12.
J. H. Gravenstine .....	do	Jan. 1 to Dec. 31 .....	720 00	
John Hamilton .....	do	do	720 00	
Edward Heintzel .....	do	Mar. 1 to Apr. 30 .....	191 30	Removed Apr. 30.
Edwin Hodge .....	do	Jan. 1 to Dec. 31 .....	720 00	
Walter Holt .....	do	Jan. 1 to Feb. 28 .....	114 00	Removed Feb. 28.
Wesley Howard .....	do	Jan. 1 to Dec. 31 .....	720 00	
Joseph S. King .....	do	Mar. 1 to Dec. 31 .....	602 00	
F. P. Knapp .....	do	do	602 00	
John Leach .....	do	Jan. 1 to Dec. 31 .....	720 00	
Charles A. Lemore .....	do	Jan. 1 to Feb. 28 .....	118 00	Resigned Feb. 28.
Robert Levitt .....	do	Jan. 1 to Dec. 31 .....	720 00	
K. P. Mallory .....	do	do	720 00	
Bernard McKenna .....	do	do	720 00	

Solomon Morrison	do	do	do	720 00
Horace Page	do	do	do	720 00
H. V. Plummer	do	do	do	720 00
Henry Prince	do	do	do	87 71
E. S. Rathbun	do	do	do	283 04
Richard Reed	do	do	do	456 58
John R. Ross	do	do	do	720 00
William Smith	do	do	do	118 00
Henry Sparrow	do	do	do	417 38
H. A. Stevenson	do	do	do	602 00
Alfred West	do	do	do	118 00
C. H. Wye	do	do	do	118 00
E. S. Woodford	do	do	do	457 20
Augustus Jordan	do	do	do	1,600 00
D. H. Daneker	do	do	do	1,252 00
H. W. Hinkle	do	do	do	1,000 00
George C. Hercules	do	do	do	900 00
A. Hall	do	do	do	150 65
John Wilkerson	do	do	do	569 35
Daniel J. Harper	do	do	do	480 00
T. T. Troy	do	do	do	480 00
Ann Stoddard	do	do	do	480 00
Martha Collier	do	do	do	60 60
Eliza Ridgely	do	do	do	
George T. Preston	do	do	do	
TOPOGRAPHICAL DIVISION.				
Charles H. Poole	Principal assistant.	do	Jan. 1 to Dec. 31	2,000 00
A. Kilp	Draughtsman	do	do	1,600 00
John R. Hodges	do	do	do	1,600 00
W. C. Tiffany	do	do	do	1,600 00
Charles L. Burdett	do	do	do	1,450 00
Charles E. Gorham	do	do	do	1,316 67
Lewis R. Taylor	do	do	do	1,143 33
W. L. Caldwell	do	do	do	1,143 33
William B. Todd, Jr.	Draughtsman and clerk	do	do	1,010 87
Eugene E. Osborn	Draughtsman	do	do	1,200 00
G. E. Withington	Corresponding clerk	do	do	150 00
S. McCalbran	Messenger and assistant map-mounter	do	do	78 26
Henry C. Smith	Messenger and day watchman	do	do	720 00
George W. Thornly	Messenger	do	do	31 00
R. A. Davis	Map-colorer	do	do	900 00
J. U. Whittlesey	do	do	do	900 00
M. Hitz	do	do	do	900 00
S. B. Crashing	do	do	do	940 00
E. Ladd	do	do	do	375 82
M. E. Stabler	do	do	do	900 00
E. P. Black	do	do	do	900 00
A. S. Barton	do	do	do	524 18

Resigned Apr. 13.

Removed May 12.

Removed Feb. 28.

Removed Feb. 28.  
Discontinued Aug. 31.

Resigned Oct. 15.

*List of clerks and others employed in the Post-Office Department, &c.—Continued.*

Name.	Position.	Time employed.	Sum paid.	Remarks.
MAIL-EQUIPMENT DIVISION.				
William T. Chandler.....	Temporary agent.....	Jan. 1 to June 30.....	\$700 00	Paid of appropriation for mail locks and keys.
Olinus Smith.....	do.....	do.....	600 00	
Theodore F. King.....	do.....	do.....	600 00	
Thomas A. Maguire.....	do.....	do.....	600 00	
A. H. Whiting.....	do.....	do.....	600 00	
J. W. Brent.....	do.....	do.....	600 00	
J. W. Woltz.....	do.....	Jan. 1 to Apr. 30.....	399 90	
F. L. Channell.....	do.....	Jan. 1 to Apr. 13.....	319 56	

I hereby certify that the foregoing is correct.

J. O. P. BURNSIDE,  
*Disbursing Officer, Post-Office Department.*

*Inventory of property belonging to the United States in the offices and rooms of the Post-Office Department, December 31, 1875.*

52 arm-rests.	49 mats.
8 atlases.	161 maps.
300 awnings.	31 mirrors.
20 book-cases.	71 pictures.
10 book-stands.	28 pitchers.
25 buckets, slop.	12 paper-racks.
24 buckets, water.	321 revolving-chairs.
24 brooms.	24 rugs.
216 chairs.	18 sofas.
13 chandeliers.	1 letter-scale.
81 carpets.	65 soap-dishes.
18 clocks.	257 spittoons.
25 cushions.	88 screens.
4 curtains, lace.	31 step-ladders.
10 call-bells.	12 safes.
98 cases.	2 seals.
274 desks.	12 scrubbing-brushes.
37 drop-lights.	12 sweeps, Russia bristle.
18 dictionaries.	130 tables.
22 desk-covers.	165 tumblers.
11 hand-stamps.	56 dozen towels.
24 dusters.	3 trucks.
8 electric bells.	9 umbrella-stands.
1 flag.	23 wash-bowls.
1 globe.	28 wash-stands.
10 grates and fixtures.	253 waste-baskets.
6 hat-racks.	17 water-coolers.
41 ice-pitchers.	49 window shades and fixtures.
4 index-tables.	1 Parian bust, "Clytie."
5 lambrequins.	1 bronze statuette, "Franklin."
15 lamps.	2 old screens.
8 letter-presses.	

*Inventory of property belonging to the United States in the Post-Office Department stable, December 31, 1875.*

3 horses.	1 wheel-jack.
1 carriage.	1 feather-brush.
1 wagon.	1 stove and tin boiler.
2 sets single harness.	1 saw.
1 set double harness.	1 hatchet.
3 halters.	2 knee-blankets.
3 horse-covers.	2 sponges.
6 horse-blankets.	2 buck-skins.
3 rubber blankets.	2 whips.
1 shovel.	1 feed-measure.
2 pitch-forks.	1 hose.
2 brooms.	1 small straw broom.
1 scrub-broom.	1 set scissors and combs.
2 lamps.	4 bandages.
2 currycombs.	2 harness-brushes.
2 brushes.	1 clock.
3 buckets.	1 buffalo-robe.

*Inventory of furniture in engineer's room, and materials, &c., in engine department, December 31, 1875.*

2 desks.	12 shovels.
1 table.	2 kegs nails.
22 chairs.	5 wheelbarrows, (out of order.)
1 drop-light.	2 monkey-wrenches.
4 mats.	1 set blocks and fall.
1 large lathe.	2 pairs pipe-tongs.
1 small lathe.	2 pipe-cutters.
2 ladders.	1 pipe-vise.
10 picks.	2 pairs extra pipe-tongs.
4 bars, steel.	1 set stocks and dies.
2 trucks.	2 clocks.

1 large cant-hook.  
 2 pairs pipe-stocks and dies.  
 75 feet (assorted sizes) pipe.  
 1,000 feet lumber.  
   2 thermometers.  
   1 pair pipe-pliers.  
 110 feet rubber hose.  
   1 hose-cart.  
   8 Argand burners.  
 10 dozen new burners.  
 10 glass globes.  
   1 14-inch porcelain shade.  
   1 kerosene-lamp.  
 20 yards rep.

15 yards cloth.  
 1 roll old matting.  
 1 forge.  
 1 fan-blower.  
 1 pair bellows.  
 1 drill-crab.  
 2 lathes.  
 2 anvils.  
 1 set blacksmith-tools.  
 2 grindstones.  
 2 vises.  
 8 crowbars.  
 1 lot scrap-iron.  
 100 lbs. round, square, and flat iron.

POST-OFFICE DEPARTMENT,  
 TOPOGRAPHICAL DIVISION,  
 Washington, D. C., January 11, 1876.

SIR: In compliance with your request I have the honor to transmit herewith the following inventory of furniture, &c., in the offices of this division:

16 desks.  
 10 drawing-boards.  
 14 tables.  
 34 chairs.  
 13 cases of drawers for maps.  
   8 portfolios.  
   1 letter copy-press.  
   7 map-racks.  
 10 file-cases.  
   1 printing-press.  
   1 screw-press.  
   9 map-mounting frames.  
   9 carpets.  
   1 lot matting.  
   6 mats.

3 stoves.  
 3 clocks.  
 3 water-coolers.  
 1 ice-pitcher.  
 4 mirrors.  
 1 wash-stand.  
 6 screens.  
 2 umbrella-stands.  
 2 sofas.  
 4 coal-scuttles.  
 4 buckets.  
 1 wheelbarrow.  
 2,500 maps, (more or less.)  
 39 copper-plates.  
 3 lithographic stones.

Yours, respectfully,

W. L. NICHOLSON,  
*Topographer, Post-Office Department.*

Col. J. O. P. BURNSIDE,  
*Superintendent Post-Office Building, &c.*

*Sales of United States property in the Post-Office Department.*

1875.			
April 26.	2 old carpets.....		\$10 00
	2 old bath-tubs.....		10 00
	Old boxes.....		1 60
May 3.	2 old carpets.....		6 00
	7. Old table and chairs.....		20 00
	8. 1 old carpet.....		2 00
17.	62,870 pounds waste-paper, to George Hill, jr., at 2 cents.....	1,257	40
	4,500 pounds waste-paper, to George Hill, jr., at 5½ cents.....	247	50
June 3.	Old lumber.....		25
July 2.	Net proceeds of sales of old property.....	159	79
	7. Ashes.....		21 60
Sept. 18.	Post-route maps.....	315	50
	20. 47,639 pounds waste-paper, at 2 cents.....	952	78
Nov. 1.	1 old stove.....		5 00
22.	1 lot old mail-locks.....	\$200	00
	Less amount paid for assorting, weighing, loading, &c., 22 days, at \$3.....	66	00
			134 00
			3,143 42

I hereby certify that the foregoing is correct.

J. O. P. BURNSIDE,  
*Superintendent Post-Office Department.*

*Statement of all contracts connected with the mail-equipment division made by the Postmaster-General during the year ended June 30, 1875.*

[Contracts from July 1, 1875, to July 1, 1879.]

Articles contracted for.	Name of contractor and residence.	Contract-prices.		
		Size No. 1.	Size No. 2.	Size No. 3.
Jute-canvas mail-sacks .....	John Boyle, New York, N. Y. ....	\$0 66	\$0 52	\$0 15
Cotton-canvas mail-sacks .....	do .....	1 32	1 02	21
Leather horse mail-bags .....	Polydore S. Thomson, New York, N. Y. ....	6 60	5 60	5 10
Mail-catcher pouches .....	John Boyle, New York, N. Y. ....			4 25
Label-cases .....	Gaylord Manufacturing Company, Chicopee, Mass. ....			12

This agreement, made and entered into this first day of February, in the year of our Lord one thousand eight hundred and seventy-five, between the United States of America, by Marshall Jewell, Postmaster-General, of the first part, and Germond Crandell, Washington, D. C., of the second part, witnesseth:

That whereas the Postmaster-General heretofore, to wit, on the 21st day of December, 1874, caused to be published in certain newspapers in the United States a certain advertisement of the date last aforesaid, in manner and form following, to wit:

"PROPOSALS FOR STATIONERY.

"POST-OFFICE DEPARTMENT,

"Dec. 21st, 1874.

"Sealed proposals will be received at this Department until January twenty-second, eighteen hundred seventy-five, for furnishing certain articles of stationery for the use of the Department for one year from February 1st, 1875.

"Blank forms of proposals, stating the quality and estimated quantity of each article, will be furnished on application to the First Assistant Postmaster-General.

"Each proposal must be signed by the individual or firm making it, and be accompanied by a guaranty, certified to be responsible and sufficient by the postmaster or United States attorney where the bidder resides, that the bidder shall, within ten days after being called upon to do so, execute a contract to furnish promptly, and in quantities as ordered, the article or articles awarded to him: to be accompanied by a bond, with approved security, in a penalty of not less than twice the contract-price of all the articles to be furnished by said bidder, conditioned upon the faithful performance of the same.

"Proposals unaccompanied by such guaranty will not be considered.

"The bids will be considered and accepted, or rejected, item by item, or by classes or items, as the Postmaster-General may elect.

"The articles delivered must be of the genuine manufacture and quality specified, and be furnished at the contract-price, whether more or less than the estimated quantity ordered, and must be delivered free of charge to the Department for delivery.

"The delivery must be made for the person designated by the Postmaster-General to receive the articles, which shall be subject to examination and approval by an expert detailed for that purpose. The failure to deliver in a reasonable time, say two weeks at farthest, or delivery of an article deficient in quality or quantity, will be held sufficient cause to annul the contract, at the discretion of the Postmaster-General.

"The head of the Department will, in all cases, decide whether the articles tendered by the contractor are of the kind and quality required by the contract.

"The Postmaster-General reserves the right of rejecting any or all bids if in his judgment the interests of the Department require it.

"Samples of paper and envelopes will be furnished, and samples of cutlery will be shown, on application to the First Assistant Postmaster-General.

"Each proposal must be indorsed on the envelope 'Proposals for stationery,' and be directed to the First Assistant Postmaster-General.

"MARSHALL JEWELL,

"Postmaster-General."

And whereas certain proposals were made pursuant thereto, and received at the Post-Office Department, for supplying the said Department with articles of stationery, to be ordered at any time during the year, commencing on the first day of February, at certain rates and prices therein proposed and specified. And whereas said proposals were opened and examined, and, all things being considered, it was deemed advisable and

most favorable to the interests of the Department that the proposals of the said party of the second part, to supply the following articles of stationery at the prices herein specified, to wit:

Item 67.	10 gross Perry & Co.'s No. 220 pen, per gross, 48½ cts.....	\$4 85
" 72.	25 doz. best rubber or gutta-percha penholders, assorted sizes, as ordered, per doz., \$2.19 .....	\$54 75
" 74.	125 doz. A. W. Faber's best black-lead pencils, Nos. 1 to 4, as ordered, per doz., \$.39½.....	\$49 62
" 75.	50 doz. A. W. Faber's best black-lead pencils, Nos. 1 to 4, as ordered, hexagon, gilt, per doz., \$.56 .....	\$28 00
" 81.	10 doz. paper-folders, polished ivory, 9-inch, as per sample, per doz., \$4.10 .....	\$41 00
" 82.	10 doz iron paper-weights, round, 3½ inches in diameter, per doz., \$1.24 .....	\$12 40
" 85.	10 pounds best quality India-rubber erasers, white, fringed, assorted sizes, per pound, \$.57 .....	\$5 70
" 92.	6 doz. gross boxes McGill's paper-fasteners, per doz., \$1.84.....	\$11 04
" 119.	20 doz. boxes notarial seals, assorted sizes, colors to order, per doz., \$.96 .....	\$19 20

should be accepted; and whereas the said proposals of the party of the second part were so accepted by the Postmaster-General:

Now, therefore, in consideration of the premises and the mutual covenants and agreements of the parties aforesaid, it is hereby covenanted and agreed between the parties as follows, to wit: The said party of the second part hereby covenant and agree, to and with the said party of the first part, to furnish and deliver to the Post-Office Department, at Washington, D. C., within ten days after being ordered so to do, so many of the articles above enumerated, in such quantities as may be ordered from time to time, and of the quality and at the prices therein specified, as shall be required for one year from the first day of February, 1875; said articles of stationery to be well and securely packed for transportation, and to be in all respects equal to the sample on which this contract is based, and to be delivered free of all charges; and the said party of the first part covenants and agrees, to and with the said party of the second part, to pay the said party of the second part, in one month after the expiration of each quarter of the year, upon the production of the proper vouchers for each and every item above enumerated, so furnished, according to the amount herein stated, at the contract rates and prices thereof agreed upon by the contracting parties for the articles so proposed and specified.

It is mutually covenanted and agreed between the parties hereto, that in case of repeated failures upon the part of the party of the second part to promptly furnish and deliver, as aforesaid, any of the articles of stationery of the description aforesaid, then the Postmaster-General shall be at liberty to annul and rescind these presents, and all covenants and agreements on the part of the party of the first part entered into by this indenture, and unless so rescinded or annulled this agreement shall continue in force and effect for one year from the first day of February, 1875; and it is further covenanted and agreed upon the part of the party of the second part hereto, that no member of Congress of the United States shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

In witness whereof, the seal of the Post-Office Department, the signature of the Postmaster-General, and the hand and seal of the party of the second part are hereto affixed.

[SEAL.]

MARSHALL JEWELL,  
Postmaster-General.

Witness to signature of Postmaster-General:

JAMES H. MARR.

GERMOND CRANDELL. [SEAL.]

Witness to signature of second part:

HENRY S. PERKINS.

Know all men by these presents, that we, Germond Crandell, of Washington, D. C., as principal, and Sayles J. Bowen and Henry S. Perkins sureties, are held and firmly bound unto the United States in the just and full sum of five hundred (\$500) dollars, current lawful money of the United States, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators jointly and severally, firmly by these presents; sealed with our seals, and dated this 1st day of February, 1875.

Whereas the above-bounden Germond Crandell, of Washington, D. C., by a certain article of agreement bearing even date herewith, has contracted and agreed with the said United States to furnish and deliver at the Post-Office Department, at Washington, D. C., for the use of said Department, certain articles of stationery in said agree-

ment specified; for the term of one year from the first day of February, 1875, as by reference to said article of agreement, hereto annexed, will more fully appear.

Now, the condition of this obligation is such, that if the said Germond Crandell shall well and truly keep and perform the covenants in the said article of agreement on their part to be kept and performed, then this obligation to be void; otherwise, to be of full force.

GERMOND CRANDELL. [SEAL.]  
 SAYLES J. BOWEN. [SEAL.]  
 HENRY S. PERKINS. [SEAL.]

Signed, sealed, and delivered in the presence of—  
 J. M. EDMUNDS as to Germond Crandell.

Witness to S. J. Bowen's signature:  
 AMARIAH UNDERHILL.

Witness to Henry S. Perkins' signature:  
 W. E. HANKS.

I hereby certify that the above-named Sayles J. Bowen and Henry Perkins, sureties in the foregoing contract executed by Germond Crandell, are, in my opinion, financially good, and able to respond to all damages which may arise from any default on the part of the party of the second part to said contract.

J. M. EDMUNDS, P. M.,  
 Washington, D. C.

FEB. 9TH, 1875.

This agreement made and entered into this first day of February, in the year of our Lord one thousand eight hundred and , between the United States of America, by Marshall Jewell, Postmaster-General, of the first part, Warren Choate and Eliphalet Whittlesey, doing business under the name and style of Warren Choate & Co., of the second part, witnesseth:

That whereas the Postmaster-General heretofore, to wit, on the twenty-first day of December, 1874, caused to be published in certain newspapers in the United States a certain advertisement of the date last aforesaid, in manner and form following, to wit:

"PROPOSALS FOR STATIONERY.

"POST OFFICE DEPARTMENT,  
 "Dec. 21st, 1874.

"Sealed proposals will be received at this Department until January twenty-second, eighteen hundred seventy-five, for furnishing certain articles of stationery for the use of the Department for one year from February first, 1875.

"Blank forms of proposals, stating the quality and estimated quantity of each article, will be furnished on application to the First Assistant Postmaster-General.

"Each proposal must be signed by the individual or firm making it, and be accompanied by a guaranty, certified to be responsible and sufficient by the postmaster or United States attorney where the bidder resides, that the bidder shall, within ten days after being called upon to do so, execute a contract to furnish promptly, and in quantities as ordered, the article or articles awarded to him; to be accompanied by a bond, with approved security, in a penalty of not less than twice the contract-price of all the articles to be furnished by said bidder, conditioned upon the faithful performance of the same.

"Proposals unaccompanied by such guaranty will not be considered.

"The bids will be considered and accepted, or rejected, item by item, or by classes or items, as the Postmaster-General may elect.

"The articles delivered must be of the genuine manufacture and quality specified, and be furnished at the contract-price, whether more or less than the estimated quantity ordered, and must be delivered free of charge to the Department for delivery.

"The delivery must be made for the person designated by the Postmaster-General to receive the articles, which shall be subject to examination and approval by an expert detailed for that purpose. The failure to deliver in a reasonable time, say two weeks at farthest, or delivery of an article deficient in quality or quantity, will be held sufficient cause to annul the contract, at the discretion of the Postmaster-General.

"The head of the Department will, in all cases, decide whether the articles tendered by the contractor are of the kind and quality required by the contract.

"The Postmaster-General reserves the right of rejecting any or all bids if, in his judgment, the interests of the Department require it.



"Samples of paper and envelopes will be furnished, and samples of cutlery will be shown, on application to the First Assistant Postmaster-General.

"Each proposal must be indorsed on the envelope 'Proposals for stationery,' and be directed to the First Assistant Postmaster-General.

"MARSHALL JEWELL,  
"Postmaster-General."

And whereas certain proposals were made pursuant thereto, and received at the Post-Office Department, for supplying the said Department with articles of stationery, to be ordered at any time during the year, commencing on the first day of February, at certain rates and prices therein proposed and specified. And whereas said proposals were opened and examined, and, all things being considered, it was deemed advisable and most favorable to the interests of the Department that the proposals of the said part' of the second part, to supply the following articles of stationery at the prices herein specified, to wit:

Item 13.	6 reams of imperial cap paper, flat, 22 by 31 inches, 65 pounds per ream, per ream, \$17.00.....	102 00
Item 14.	3 reams of imperial cap paper, flat, 24 by 31 inches, 70 pounds per ream, per ream, \$18.00.....	54 00
Item 23.	5,000 envelopes, good Manila paper, 10½ by 6½ inches wide, gummed, per M, \$4.45.....	22 25
Item 27.	150,000 envelopes, 7015, light buff, extra thick, No. 11, 14 lbs. 6 oz. per M, per M, \$3.70.....	555 00
Item 28.	150,000 envelopes, 7015, light buff, extra thick, No. 10, 12 lbs. 12 oz. per M, per M, \$3.18.....	477 00
Item 29.	100,000 envelopes, 7015, light buff, extra thick, No. 9, 11 lbs. 11 oz. per M, per M, \$2.98.....	298 00
Item 31.	10,000 envelopes, double thick, cream-laid, No. 11, 17 lbs. per M, per M, \$3.85.....	38 50
Item 43.	6 doz. memorandum-books, demy 8 vo., sheep, 100 leaves, dollars & cents or plain, as ordered, 7½ by 4½ inches, per doz., \$3.05.....	18 30
Item 57.	6 gross Esterbrooks' pens, No. 130, per gross, \$ .40.....	2 40
Item 58.	10 gross Esterbrooks' pens, No. 158, per gross, \$ .44.....	4 40
Item 61.	10 gross National Bank pens, Nos. 5.20, 7.30, and 10.40, per gross, \$ .20.....	2 00
Item 70.	10 gross Payson, Dunston & Scribner's pen, commercial, per gross, \$ .48.....	4 80
Item 71.	12 gross Payson, Dunston & Scribner's pen, No. 117, per gross, \$ .48.....	5 76
Item 110.	5 doz. glass inkstands, round, flat, very solid, bronze tops, with Knoxe's patent hinge, 4½-inch, per doz., \$1.42.....	7 10
Item 111.	5 doz. glass inkstands, round, flat, very solid, bronze top, with Knoxe's patent hinge, 3½-inch, per doz., \$1.28.....	6 40
Item 112.	5 doz. glass inkstands, round, flat, very solid, bronze top, with Knoxe's patent hinge, 3-inch, per doz., \$1.00.....	5 00

should be accepted; and whereas the said proposals of the parties of the second part were so accepted by the Postmaster-General;

Now, therefore, in consideration of the premises and the mutual covenants and agreements of the parties aforesaid, it is hereby covenanted and agreed between the parties as follows, to wit: The said parties of the second part hereby covenant and agree to and with the said party of the first part, to furnish and deliver to the Post-Office Department, at Washington, D. C., within ten days after being ordered so to do, so many of the articles above enumerated, in such quantities as may be ordered from time to time, and of the quality and at the prices therein specified, as shall be required for one year from the first day of February, 1875; said articles of stationery to be well and securely packed for transportation, and to be in all respects equal to the sample on which this contract is based, and to be delivered free of all charges; and the said party of the first part covenants and agrees, to and with the said parties of the second part, to pay the said parties of the second part, in one month after the expiration of each quarter of the year, upon the production of the proper vouchers for each and every item above enumerated, so furnished, according to the amount herein stated, at the contract rates and prices thereof agreed upon by the contracting parties for the articles so proposed and specified.

It is mutually covenanted and agreed between the parties hereto, that in case of repeated failures upon the part of the parties of the second part to promptly furnish and deliver, as aforesaid, any of the articles of stationery of the description aforesaid, then the Postmaster-General shall be at liberty to annul and rescind these presents, and all covenants and agreements on the part of the party of the first part entered into by this indenture, and unless so rescinded or annulled this agreement shall continue in force and effect for one year from the first day of February, 1875; and it is further cove-

nanted and agreed upon the part of the parties of the second part hereto, that no member of Congress of the United States shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

In witness whereof the seal of the Post-Office Department, the signature of the Postmaster-General, and the hand and seal of the parties of the second part are hereto affixed.

[SEAL.]

MARSHALL JEWELL,  
Postmaster-General.  
WARREN CHOATE. [SEAL.]  
E. WHITTLESEY. [L. S.]

Witness to signature of Postmaster-General:

JAMES H. MARR.

Witnesses to signature of second part:

JOE S. RILEY.

R. W. DAVIS.

Know all men by these presents, that we, Warren Choate and Eliphalet Whittlesey, doing business under the name and style of Warren Choate & Co., as principals, are held and firmly bound unto the United States in the just and full sum of five thousand (\$5,000) dollars, current lawful money of the United States, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators jointly and severally, firmly by these presents; sealed with our seals, and dated this 1st day of February, 1875.

Whereas the above-bounden Warren Choate and Eliphalet Whittlesey, by a certain article of agreement bearing even date herewith, have contracted and agreed with the said United States to furnish and deliver at the Post-Office Department, at Washington, D. C., for the use of said Department, certain articles of stationery in said agreement specified, for the term of one year from the first day of February, 1875, as by reference to said article of agreement hereto annexed will more fully appear:

Now, the condition of this obligation is such that if the said Warren Choate and Eliphalet Whittlesey shall well and truly keep and perform the covenants in the said article of agreement on their part to be kept and performed, then this obligation to be void; otherwise to be of full force.

WARREN CHOATE. [SEAL.]  
E. WHITTLESEY. [SEAL.]  
J. C. M'KELDEN. [SEAL.]  
A. HART. [SEAL.]

Signed, sealed, and delivered in the presence of—

JOE S. RILEY.

R. W. DAVIS.

I hereby certify that the above-named J. C. M'Kelden and A. Hart, sureties in the foregoing contract executed by Warren Choate & E. Whittlesey, are, in my opinion, financially good, and able to respond to all damages which may arise from any default on the part of the parties of the second part to said contract.

[SEAL NOTARY PUBLIC.]

WILLIAM FITCH,  
Notary Public.

This agreement, made and entered into this first day of February, in the year of our Lord one thousand eight hundred and ———, between the United States of America, by Marshall Jewell, Postmaster-General, of the first part, and William H. Dempsey, Washington, D. C., of the second part, witnesseth:

That whereas the Postmaster-General heretofore, to wit, on the 21st day of December, 1874, caused to be published in certain newspapers in the United States a certain advertisement of the date last aforesaid, in manner and form following, to wit:

“PROPOSALS FOR STATIONERY.

“POST-OFFICE DEPARTMENT,

“Dec. 21, 1874.”

“Sealed proposals will be received at this Department until January twenty-second, eighteen hundred and seventy-five, for furnishing articles of stationery for the use of the Department for one year from February 1st, 1875.

“Blank forms of proposals, stating the quality and estimated quantity of each article, will be furnished on application to the First Assistant Postmaster-General.

“Each proposal must be signed by the individual making it, and be accompanied by

a guaranty, certified to be responsible and sufficient by the postmaster or United States attorney where the bidder resides, that the bidder shall, within ten days after being called upon to do so, execute a contract to furnish promptly, and in quantities as ordered, the article or articles awarded to him; to be accompanied by a bond, with approved security, in a penalty of not less than twice the contract-price of all the articles to be furnished by said bidder, conditioned upon the faithful performance of the same.

"Proposals unaccompanied by such guaranty will not be considered.

"The bids will be considered and accepted, or rejected, item by item, or by classes or items, as the Postmaster-General may elect.

"The articles delivered must be of the genuine manufacture and quality specified, and be furnished at the contract-price, whether more or less than the estimated quantity ordered, and must be delivered free of charge to the Department for delivery.

"The delivery must be made for the person designated by the Postmaster-General to receive the articles, which shall be subject to examination and approval by an expert detailed for that purpose. The failure to deliver in a reasonable time, say two weeks at farthest, or delivery of an article deficient in quality or quantity, will be held sufficient cause to annul the contract, at the discretion of the Postmaster-General.

"The head of the Department will, in all cases, decide whether the articles tendered by the contractor are of the kind and quality required by the contract.

"The Postmaster-General reserves the right of rejecting any or all bids if in his judgment the interests of the Department require it.

"Samples of paper and envelopes will be furnished, and samples of cutlery will be shown, on application to the First Assistant Postmaster-General.

"Each proposal must be indorsed on the envelope 'Proposals for Stationery,' and be directed to the First Assistant Postmaster-General.

"MARSHALL JEWELL,  
"Postmaster-General."

And whereas certain proposals were made pursuant thereto, and received at the Post-Office Department, for supplying the said Department with articles of stationery, to be ordered at any time during the year, commencing on the first day of February, at certain rates and prices therein proposed and specified. And whereas said proposals were opened and examined, and, all things being considered, it was deemed advisable and most favorable to the interests of the Department that the proposals of the said party of the second part, to supply the following articles of stationery at the prices herein specified, to wit:

- |           |  |         |
|-----------|--|---------|
| Item 37.  | One doz. press copying-books, 11 $\frac{1}{4}$ by 14 $\frac{1}{4}$ inches, best French paper, half bound, genuine Russia leather backs & corners, numbered and lettered to order, 1,200 pages each, each \$4 00..... | \$48 00 |
| Item 39.  | Two doz. press copying-books, 10 by 12 inches, best French paper, white, half bound, genuine Russia leather backs & corners, numbered and lettered to order, 1,000 pages each, each \$2 00.....                      | 48 00   |
| Item 45.  | 20 gross Gillott's No. 170 pen, per gross \$0 54.....  | 10 80   |
| Item 90.  | 10 doz. "Swarthwout's fasteners, No. 2, per gross, \$1 00.....   | 10 00   |
| Item 104. | 10 doz. qt. bottles Arnold's writing fluid, per dozen, \$5 00.....   | 50 00   |
- should be accepted; and whereas the said proposals of the party of the second part were so accepted by the Postmaster-General:

Now, therefore, in consideration of the premises and the mutual covenants and agreements of the parties aforesaid, it is hereby covenanted and agreed between the parties as follows, to wit: The said party of the second part hereby covenants and agrees, to and with the said party of the first part, to furnish and deliver to the Post-Office Department, at Washington, D. C., within ten days after being ordered to so do, so many of the articles above enumerated, in such quantities as may be ordered from time to time, and of the quality and at the prices therein specified, as shall be required for one year from the first day of February, 1875; said articles of stationery to be well and securely packed for transportation, and to be in all respects equal to the sample on which this contract is based, and to be delivered free of all charges; and the said party of the first part covenants and agrees, to and with the said party of the second part, to pay the said party of the second part, in one month after the expiration of each quarter of the year, upon the production of the proper vouchers for each and every item above enumerated, so furnished, according to the amount herein stated, at the contract rates and prices thereof agreed upon by the contracting parties for the articles so proposed and specified. It is mutually covenanted and agreed between the parties hereto, that in case of repeated failures upon the part of the party of the second part to promptly furnish and deliver, as aforesaid, any of the articles of stationery of the description aforesaid, then the Postmaster-General shall be at liberty to annul and rescind these presents, and all covenants and agreements on the part of the party of the first part entered into by this indenture, and unless so rescinded or annulled this agreement shall continue in force and effect for one year from the first day of February, 1875; and

it is further covenanted and agreed upon the part of the party of the second part hereto, that no member of Congress of the United States shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

In witness whereof, the seal of the Post-Office Department, the signature of the Postmaster General, and the hand and seal of the party of the second part are hereto affixed.

[SEAL.]

MARSHALL JEWELL,  
*Postmaster-General.*

WM. H. DEMPSEY. [SEAL.]  
THOS. B. ENTWISLE. [SEAL.]  
H. J. McLAUGHLIN. [SEAL.]

Witness to signature of Postmaster-General:

JAMES H. MARR.

Witnesses to signature of second part:

B. L. THOMSON.

GEO. HAAS, JR.

J. BURK.

Know all men by these presents, that we, William H. Dempsey, of Washington, D. C., as principal, and Thos. B. Entwisle, H. J. McLaughlin, as sureties, are held and firmly bound unto the United States in the just and full sum of five hundred (\$500) dollars, current lawful money of the United States, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators jointly and severally, firmly by these presents; sealed with our seals, and dated this 1st day of February, 1875.

Whereas the above-bounden William H. Dempsey, of Washington, D. C., by a certain article of agreement bearing even date herewith, has contracted and agreed with the said United States to furnish and deliver at the Post-Office Department, at Washington, D. C., for the use of said Department, certain articles of stationery in said agreement specified, for the term of one year from the first day of February, 1875, as by reference to said article of agreement, hereto annexed, will more fully appear:

Now, the condition of this obligation is such, that if the said William H. Dempsey shall well and truly keep and perform the covenants in the said article of agreement on their part to be kept and performed, then this obligation to be void; otherwise, to be of full force.

WM. H. DEMPSEY. [SEAL.]  
THOS. B. ENTWISLE. [SEAL.]  
H. J. McLAUGHLIN. [SEAL.]

Signed, sealed, and delivered in the presence of—

B. L. THOMSON.

GEO. HAAS, JR.

J. BURK.

I hereby certify that the above-named Thos. B. Entwisle and H. J. McLaughlin, sureties in the foregoing contract executed by William H. Dempsey, are, in my opinion, financially good, and able to respond to all damages which may arise from any default on the part of the party of the second part to said contract.

THOS. L. TULLOCK,  
*Collector Int. Rev. for the Dist. of Columbia.*

This agreement, made and entered into this first day of February, in the year of our Lord one thousand eight hundred and ———, between the United States of America, by Marshall Jewell, Postmaster-General, of the first part, and Solomons & Chapman, Washington, D. C., of the second part, witnesseth:

That whereas the Postmaster-General heretofore, to wit, on the 21st day of December, 1874, caused to be published in certain newspapers in the United States a certain advertisement of the date last aforesaid, in manner and form following, to wit:

“PROPOSALS FOR STATIONERY.

“POST-OFFICE DEPARTMENT,  
“Dec. 21st, 1874.

“Sealed proposals will be received at this Department until January twenty-second, eighteen hundred seventy-five, for furnishing certain articles of stationery for the use of the Department for one year from February first, 1875.

“Blank forms of proposals, stating the quality and estimated quantity of each article, will be furnished on application to the First Assistant Postmaster-General.

“Each proposal must be signed by the individual or firm making it, and be accom-

panied by a guaranty, certified to be responsible and sufficient by the postmaster or United States attorney where the bidder resides, that the bidder shall, within ten days after being called upon to do so, execute a contract to furnish promptly, and in quantities as ordered, the article or articles awarded to him; to be accompanied by a bond, with approved security, in a penalty of not less than twice the contract-price of all the articles to be furnished by said bidder, conditioned upon the faithful performance of the same.

"Proposals unaccompanied by such guaranty will not be considered.

"The bids will be considered and accepted, or rejected, item by item, or by classes or items, as the Postmaster-General may elect.

"The articles delivered must be of the genuine manufacture and quality specified, and be furnished at the contract-price, whether more or less than the estimated quantity ordered, and must be delivered free of charge to the Department for delivery.

"The delivery must be made for the person designated by the Postmaster-General to receive the articles, which shall be subject to examination and approval by an expert detailed for that purpose. The failure to deliver in a reasonable time, say two weeks at farthest, or delivery of an article deficient in quality or quantity, will be held sufficient cause to annul the contract, at the discretion of the Postmaster-General.

"The head of the Department will, in all cases, decide whether the articles tendered by the contractor are of the kind and quality required by the contract.

"The Postmaster-General reserves the right of rejecting any or all bids if in his judgment the interests of the Department require it.

"Samples of paper and envelopes will be furnished, and samples of cutlery will be shown, on application to the First Assistant Postmaster-General.

"Each proposal must be indorsed on the envelope 'Proposals for Stationery,' and be directed to the First Assistant Postmaster-General.

"MARSHALL JEWELL,  
"Postmaster-General."

And whereas certain proposals were made pursuant thereto, and received at the Post-Office Department, for supplying the said Department with articles of stationery, to be ordered at any time during the year, commencing on the first day of February, at certain rates and prices therein proposed and specified. And whereas said proposals were opened and examined, and, all things being considered, it was deemed advisable and most favorable to the interests of the Department that the proposals of the said parties of the second part, to supply the following articles of stationery at the prices herein specified, to wit:

Item 6.	1 ream of printing-paper, uncalendered, 44 lbs. per ream, per ream, \$4.39	4 39
Item 18.	5 reams of envelope-paper, yellow or buff-royal, 28 lbs. per ream, per ream, \$4.47	22 35
Item 21.	3,000 envelopes, best Manila paper, 15 by 9 inches, gummed $\frac{1}{2}$ in. in flap, per M, \$8.19	24 57
Item 26.	50,000 envelopes, 7,015 light-buff, extra thick, No. 12, 17 lbs. 2 oz. per M, per M, \$4.39	219 50
Item 30.	10,000 envelopes, double-thick cream-laid, No. 12, 20 lbs. 3 oz per M, per M, \$4.65	46 50
Item 32.	15,000 envelopes, double-thick cream-laid, No. 10, 14 lbs. 7 oz. per M, per M, \$3.44	51 60
Item 34.	30,000 envelopes, double-thick, cream-laid, No. 6 $\frac{1}{2}$ , 8 lbs. 11 oz. per M, per M, \$2.17	65 10
Item 41.	6 doz. memorandum-blocks, 4 $\frac{1}{2}$ by 6 $\frac{1}{2}$ , per doz., \$ .90	5 40
Item 44.	25 gross Gillott's Nos. 294 & 404 pen, per gross, \$ .46	11 50
Item 46.	6 gross Gillott's No. 351 pen, per gross, \$ .47	2 82
Item 47.	30 gross Gillott's No. 303 pen, per gross, \$ .90	27 00
Item 48.	6 gross Gillott's No. 202 pen, per gross, \$ .27	1 62
Item 49.	20 gross Gillott's No. 390 pen, per gross, \$ .46	9 20
Item 64.	10 gross Perry & Co.'s No. 127 pen, gilt-tips, per gross, \$ .63	6 30
Item 65.	6 gross Perry & Co.'s No. 27 pen, per gross, \$ .38	2 28
Item 66.	15 gross Perry & Co.'s fountain-pen, No. 150, per gross, \$ .69	10 35
Item 68.	6 gross Perry & Co.'s spear-point pen, No. 28, per gross, \$ .39	2 34
Item 79.	100 Dixon's graphite pencil, hexagon, gilt, per doz., \$ .31	31 00
Item 80.	5 doz. pen-racks, as per sample, per doz., \$1.47	7 35
Item 86.	2 doz. boxes of pounce, assorted, per doz., \$ .49	98
Item 87.	2 doz. boxes of pounce-sifters, as per sample, per doz., \$ .90	1 80
Item 89.	10 gross Swarthwout's fasteners, No. 1, per gross, \$ .70	7 00
Item 91.	10 gross Swarthwout's fasteners, No. 3, per gross, \$1.40	14 00
Item 102.	6 pounds of sponge, best quality, per pound, \$1.33	7 98
Item 118.	75 pounds of sealing-wax, best extra, superfine, per pound, \$ .62	46 50

should be accepted; and whereas the said proposals of the parties of the second part were so accepted by the Postmaster-General:

Now, therefore, in consideration of the premises and the mutual covenants and agreements of the parties aforesaid, it is hereby covenanted and agreed between the parties as follows, to wit: The said parties of the second part hereby covenant and agree, to and with the said party of the first part, to furnish and deliver to the Post-Office Department, at Washington, D. C., within ten days after being ordered so to do, so many of the articles above enumerated, in such quantities as may be ordered from time to time, and of the quality and at the prices therein specified, as shall be required for one year from the first day of February, 1875; said articles of stationery to be well and securely packed for transportation, and to be in all respects equal to the sample on which this contract is based, and to be delivered free of all charges; and the said party of the first part covenants and agrees, to and with the said parties of the second part, to pay the said parties of the second part, in one month after the expiration of each quarter of the year, upon the production of the proper vouchers for each and every item above enumerated, so furnished, according to the amount herein stated, at the contract rates and prices thereof agreed upon by the contracting parties for the articles so proposed and specified. It is mutually covenanted and agreed between the parties hereto, that in case of repeated failures upon the part of the parties of the second part to promptly furnish and deliver, as aforesaid, any of the articles of stationery of the description aforesaid, then the Postmaster-General shall be at liberty to annul and rescind these presents, and all covenants and agreements on the part of the party of the first part entered into by this indenture, and unless so rescinded or annulled this agreement shall continue in force and effect for one year from the first day of February, 1875; and it is further covenanted and agreed upon the part of the parties of the second part hereto, that no member of Congress of the United States shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

In witness whereof, the seal of the Post-Office Department, the signature of the Postmaster-General, and the hand and seal of the parties of the second part are hereto affixed.

[SEAL.]

MARSHALL JEWELL,  
*Postmaster-General.*

A. S. SOLOMONS. [SEAL.]  
J. J. CHAPMAN. [SEAL.]

Witness to signature of Postmaster-General:  
JAMES A. MARR.

Witnesses to signature of second part:  
W. B. EASTON, as to Solomon & Chapman.

Know all men by these presents, that we, Solomons & Chapman, of Washington, D. C., as principal, and Thomas McGill & James M. Withrow as sureties, are held and firmly bound unto the United States in the just and full sum of two thousand (\$2,000) dollars, current lawful money of the United States, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators jointly and severally, firmly by these presents; sealed with our seals, and dated this 8th day of February, 1875.

Whereas the above-bounden Solomons & Chapman, of Washington, D. C., by a certain article of agreement bearing even date herewith, have contracted and agreed with the said United States to furnish and deliver at the Post-Office Department, at Washington, D. C., for the use of said Department, certain articles of stationery in said agreement specified, for the term of one year from the first day of February, 1875, as by reference to said article of agreement, hereto annexed, will more fully appear:

Now, the condition of this obligation is such, that if the said Solomons & Chapman shall well and truly keep and perform the covenants in the said article of agreement on their part to be kept and performed, then this obligation to be void; otherwise, to be of full force.

A. S. SOLOMONS. [SEAL.]  
J. J. CHAPMAN. [SEAL.]  
THOMAS MCGILL. [SEAL.]  
JAMES M. WITHROW. [SEAL.]

Signed, sealed, and delivered in the presence of—

W. B. EASTON, as to Solomons & Chapman.  
JOHN T. C. CLARK, as to Thos. McGill and James M. Withrow.

I hereby certify that the above-named Thomas McGill and James M. Withrow, sureties in the foregoing contract executed by A. S. Solomons and J. J. Chapman, are, in my opinion, financially good, and able to respond to all damages which may arise from any default on the part of the part of the second part to said contract.

JOHN T. C. CLARK, J. P. [SEAL.]

This agreement, made and entered into this first day of February, in the year of our Lord one thousand eight hundred and , between the United States of America, by Marshall Jewell, Postmaster-General, of the first part, and William Ballantyne, of Washington, D. C., of the second part, witnesseth :

That whereas the Postmaster-General heretofore, to wit, on the 21st day of December, 1874, caused to be published in certain newspapers in the United States a certain advertisement of the date last aforesaid, in manner and form following, to wit :

**"PROPOSALS FOR STATIONERY.**

**"POST-OFFICE DEPARTMENT,**

Dec. 21, 1874.

"Sealed proposals will be received at this Department until January twenty-second, eighteen hundred seventy-five, for furnishing certain articles of stationery for the use of the Department for one year from February 1st, 1875.

"Blank forms of proposals, stating the quality and estimated quantity of each article, will be furnished on application to the First Assistant Postmaster-General.

"Each proposal must be signed by the individual or firm making it, and be accompanied by a guaranty, certified to be responsible and sufficient by the postmaster or United States attorney where the bidder resides, that the bidder shall, within ten days after being called upon to do so, execute a contract to furnish promptly, and in quantities as ordered, the article or articles awarded to him ; to be accompanied by a bond, with approved security, in a penalty of not less than twice the contract-price of all the articles to be furnished by said bidder, conditioned upon the faithful performance of the same.

"Proposals unaccompanied by such guaranty will not be considered.

"The bids will be considered and accepted, or rejected, item by item, or by classes or items, as the Postmaster-General may elect.

"The articles delivered must be of the genuine manufacture and quality specified, and be furnished at the contract-price, whether more or less than the estimated quantity ordered, and must be delivered free of charge to the Department for delivery.

"The delivery must be made for the person designated by the Postmaster-General to receive the articles, which shall be subject to examination and approval by an expert detailed for that purpose. The failure to deliver in a reasonable time, say two weeks at farthest, or delivery of an article deficient in quality or quantity, will be held sufficient cause to annul the contract, at the discretion of the Postmaster-General.

"The head of the Department will, in all cases, decide whether the articles tendered by the contractor are of the kind and quality required by the contract.

"The Postmaster-General reserves the right of rejecting any or all bids if in his judgment the interests of the Department require it.

"Samples of paper and envelopes will be furnished, and samples of cutlery will be shown, on application to the First Assistant Postmaster-General.

"Each proposal must be indorsed on the envelope 'Proposals for Stationery,' and be directed to the First Assistant Postmaster-General.

**"MARSHALL JEWELL,**

*"Postmaster-General."*

And whereas certain proposals were made pursuant thereto, and received at the Post-Office Department, for supplying the said Department with articles of stationery, to be ordered at any time during the year, commencing on the first day of February, at certain rates and prices therein proposed and specified. And whereas said proposals were opened and examined, and, all things being considered, it was deemed advisable and most favorable to the interests of the Department that the proposals of the said party of the second part, to supply the following articles of stationery at the prices herein specified, to wit :

Item 2.	35 ream of foolscap, folded, 16 lbs. per ream, 8 by 12½ inches, per ream, \$3.74.....	\$93 50
Item 5.	20 reams legal cap, folded, 16 lbs. per ream, per ream, \$3.74.....	74 80
Item 9.	5 reams double cap, white, best quality, flat, 17 by 28 inches, 36 lbs. per ream, per ream, \$5.10.....	40 50
Item 10.	5 reams English hand-made cap, 18 lbs. per ream, per ream, \$5.40..	27 00
Item 12.	6 reams super-royal, flat, 20 by 28 in., 60 lbs. per ream, per ream, \$13.80.....	82 80
Item 15.	50 reams best packet-note, white-wove, 9 lbs. per ream, per ream, \$2.00.....	103 00
Item 16.	50 reams Commercial note, No. 6, 8 lbs. per ream, per ream, \$1.84...	92 00
Item 17.	25 reams commercial note, 7 lbs. per ream, \$1.60.....	40 00
Item 20.	10,000 envelopes, best Manila paper, 11½ by 7½ inches, gummed 1 inch, per M, \$5.34.....	53 00

Item 24.	20,000 envelopes, light buff, extra thick, best quality, 11 by 5 in., per M, \$4.75.....	\$95 00
Item 25.	30,000 envelopes, light buff, extra thick, best quality, 10 by 4½ inches, per M, \$3.85.....	115 50
Item 33.	50,000 envelopes, double thick, cream-laid, No. 7, 9 lbs. 3 oz. per M, per M, \$2.42.....	121 00
Item 36.	One doz. press copying books, 10 by 14 inches, best French paper, half-bound, genuine Russia leather backs & corners, numbered and lettered to order, 1200 pages each, each, \$6.25.....	75 00
Item 38.	3 doz. press copying books, 10 by 14 inches, best French paper, white, half-bound, genuine Russia leather backs and corners, lettered to order, 1000 pages each, each, \$2.55.....	91 80
Item 40.	6 doz. press copying books, 10 by 12 inches, best French paper, white, half-bound, genuine Russia leather backs and corners, numbered and lettered to order, 600 pages each, each, \$1.15.....	82 80
Item 42.	6 doz. memorandum blocks, 3½ by 3½ in., per doz., \$0.45.....	2 70
Item 50.	20 gross Gillott's pen, No. 417, per gross, \$0.45.....	9 00
Item 51.	50 gross Spencerian pen, Nos. 1, 2, and 3, per gross, \$0.85.....	42 50
Item 52.	20 gross Esterbrook's No. 128 pen, per gross, \$0.41.....	8 20
Item 53.	10 gross Esterbrook's No. 100 pen, per gross, \$0.40.....	4 00
Item 54.	10 gross Esterbrook's No. 42 pen, per gross, \$0.34.....	3 40
Item 55.	10 gross Esterbrook's No. 048 pen, per gross, \$0.39.....	3 90
Item 56.	11 gross Esterbrook's No. 356 pen, per gross, \$0.40.....	4 40
Item 59.	10 gross Esterbrook's No. 106 pen, per gross, \$0.33.....	3 33
Item 60.	20 gross Esterbrook's No. 161 pen, per gross, \$0.52.....	10 40
Item 62.	10 gross Clothier's Hollingshead pen, per gross, \$1.00.....	10 00
Item 63.	5 gross Goodspeed's Fountain pen, No. 1, per gross, \$1.50.....	7 50
Item 69.	50 gross Cohen & Son's pens, as ordered, No. 722, Falcon & Big pen, per gross, \$0.40.....	20 00
Item 73.	50 doz. cedar, swell-handle pen-holders, per doz., \$0.15.....	7 50
Item 76.	40 doz. A. W. Faber's best carmine and blue pencils, hexagon, gilt, per doz., \$0.84.....	33 60
Item 77.	50 doz. A. W. Faber's best large blue pencils, round, plain, as per sample, per doz., \$0.59.....	29 50
Item 78.	25 doz. Eagle Crayon pencil, blue, round, plain, as per sample, per doz., \$0.48.....	12 00
Item 83.	10 doz. iron paper-weights, oval, 5 inch diameter, per doz., \$1.80.....	18 00
Item 84.	5 doz. gutta-percha rulers, round or flat, assorted lengths, as ordered, per doz., \$3.25.....	16 25
Item 88.	10 gross Swarthwout's fasteners, No. 0, per gross, \$0.75.....	7 50
Item 93.	10 doz. rolls office pins, No. 3, per doz., \$0.70.....	7 00
Item 94.	25 gross gum bands, No. 00, ¼ inch, per gross, \$1.14.....	28 50
Item 95.	30 gross gum bands, No. 0000, ¼ inch, per gross, \$0.78.....	23 40
Item 96.	25 gross gum bands, No. 000, ¼ inch, per gross, \$0.64.....	16 00
Item 97.	100 gross gum bands, No. 0, ¼ inch, per gross, \$0.43.....	43 00
Item 98.	75 gross gum bands, No. 31, per gross, \$0.31.....	23 25
Item 99.	75 gross gum bands, No. 30, per gross, \$0.26.....	19 50
Item 100.	75 gross gum bands, No. 16, per gross, \$0.12.....	9 00
Item 101.	25 gross gum bands, No. 000, ¼ in., per gross, \$1.83.....	45 75
Item 103.	15 doz. qt. bottles of Maynard & Noyes' ink, per doz., \$3.90.....	58 50
Item 105.	5 doz. qt. bottles of Thomas' ink, per doz., \$3.75.....	18 75
Item 106.	12 doz. qt. bottles Carter's combined copying and writing fluid, per doz., \$6.25.....	75 00
Item 107.	5 doz. qt. bottles French imperial violet copying ink, per doz., \$5.25.....	26 25
Item 108.	2 doz. qt. bottles Thaddeus Davids' carmine ink, genuine, per doz., \$2.55.....	61 20
Item 109.	6 doz. 2 oz. glass bottles, empty, glass stoppers, as per sample, per doz., \$1.60.....	9 60
Item 113.	12 doz. glass sponge-cups, 2½ in., per doz., \$1.10.....	13 20
Item 115.	10 doz. 8 oz. bottles best mucilage, cap & brush, per doz., \$2.00.....	20 00
Item 117.	5 lbs. wafers, red, assorted sizes, per lb., \$0.60.....	3 00
Item 120.	5 doz. office shears, Seymour's best quality, 10 inch, per doz., \$10.00.....	50 00
Item 121.	15 doz. erasers, Rodgers & Sons, polished bone handles, genuine, per doz., \$2.40.....	36 00
Item 122.	15 doz. knife erasers, Rodgers & Sons, polished bone handles, genuine, per doz., \$3.25.....	48 75

should be accepted; and whereas the said proposals of the party of the second part were so accepted by the Postmaster-General:

Now, therefore, in consideration of the premises and the mutual covenants and agree-



ments of the parties aforesaid, it is hereby covenanted and agreed between the parties as follows, to wit: The said party of the second part hereby covenants and agrees, to and with the said party of the first part, to furnish and deliver to the Post-Office Department at Washington, D. C., within ten days after being ordered so to do, so many of the articles above enumerated, in such quantities as may be ordered from time to time, and of the quality and at the prices therein specified, as shall be required for one year from the first day of February, 1875; said articles of stationery to be well and securely packed for transportation, and to be in all respects equal to the sample on which this contract is based, and to be delivered free of all charges; and the said party of the first part covenants and agrees, to and with the said party of the second part, to pay the said party of the second part, in one month after the expiration of each quarter of the year, upon the production of the proper vouchers, for each and every item above enumerated, so furnished, according to the amount herein stated, at the contract rates and prices thereof agreed upon by the contracting parties for the articles so proposed and specified. It is mutually covenanted and agreed between the parties hereto, that in case of repeated failures upon the part of the party of the second part to promptly furnish and deliver, as aforesaid, any of the articles of stationery of the description aforesaid, then the Postmaster-General shall be at liberty to annul and rescind these presents, and all covenants and agreements on the part of the party of the first part entered into by this indenture, and unless so rescinded or annulled this agreement shall continue in force and effect for one year from the first day of February, 1875; and it is further covenanted and agreed upon the part of the party of the second part hereto, that no member of Congress of the United States shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

In witness whereof, the seal of the Post-Office Department, the signature of the Postmaster-General, and the hand and seal of the party of the second part are hereto affixed.

[SEAL.]

MARSHALL JEWELL,

*Postmaster-General.*

WM. BALLANTYNE. [SEAL.]

WM. MCLEAN. [SEAL.]

ROBERT LEITCH. [SEAL.]

Witness to signature of Postmaster-General:

JAMES H. MARR.

Witnesses to signatures of second part:

C. J. CHICHESTER,

S. E. SLATER,

ROBT. LEITCH, Jr.

Know all men by these presents, that we, William Ballantyne, of Washington, D. C., as principal, and William McLean & Robert Leitch, of said city and District, as sureties, are held and firmly bound unto the United States in the just and full sum of five thousand (\$5,000) dollars, current lawful money of the United States, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators jointly and severally, firmly by these presents; sealed with our seals, and dated this first day of February, 1875.

Whereas the above-bounden William Ballantyne, of Washington, D. C., by a certain article of agreement, bearing even date herewith, has contracted and agreed with the said United States to furnish and deliver at the Post-Office Department, at Washington, D. C., for the use of said Department, certain articles of stationery in said agreement specified, for the term of one year from the first day of February, 1875, as by reference to said article of agreement, hereto annexed, will more fully appear:

Now, the condition of this obligation is such, that if the said William Ballantyne shall well and truly keep and perform the covenants in the said articles of agreement on their part to be kept and performed, then this obligation to be void; otherwise, to be of full force.

WM. BALLANTYNE. [SEAL.]

WM. MCLEAN. [SEAL.]

ROBERT LEITCH, SR. [SEAL.]

Signed, sealed, and delivered in the presence of—

C. J. CHICHESTER.

S. E. SLATER.

ROBT. LEITCH, Jr.

I hereby certify that the above-named William Ballantyne and William McLean, Robert Leitch, sureties in the foregoing contract executed by said parties, are, in my opinion, financially good, and able to respond to all damages which may arise from any default on the part of the second part to said contract.

[SEAL NOTARY PUBLIC.]

WM. PIERCE BELL,  
*Notary Public.*

This agreement, made and entered into this first day of February, in the year of our Lord one thousand eight hundred and seventy-five, between the United States of America, by Marshall Jewell, Postmaster-General, of the first part, and Morgan Envelope Company, of Springfield, Mass., by E. Morgan, treasurer thereof, of the second part, witnesseth:

That whereas the Postmaster-General heretofore, to wit, on the 21st day of December, 1874, caused to be published in certain newspapers in the United States a certain advertisement of the date last aforesaid, in manner and form following, to wit:

"PROPOSALS FOR STATIONERY.

"POST-OFFICE DEPARTMENT,

"Dec. 21st, 1874.

"Sealed proposals will be received at this Department until January twenty-second, eighteen hundred & seventy-five, for furnishing certain articles of stationery for the use of the Department for one year from February first, 1875.

"Blank forms of proposals, stating the quality and estimated quantity of each article, will be furnished on application to the First Assistant Postmaster-General.

"Each proposal must be signed by the individual or firm making it, and be accompanied by a guaranty, certified to be responsible and sufficient by the postmaster or United States attorney where the bidder resides, that the bidder shall, within ten days after being called upon to do so, execute a contract to furnish promptly, and in quantities as ordered, the article or articles awarded to him, to be accompanied by a bond, with approved security, in a penalty of not less than twice the contract-price of all the articles to be furnished by said bidder, conditioned upon the faithful performance of the same.

"Proposals unaccompanied by such guaranty will not be considered.

"The bids will be considered and accepted or rejected, item by item, or by classes or items, as the Postmaster-General may elect.

"The articles delivered must be of the genuine manufacture and quality specified, and be furnished at the contract-price, whether more or less than the estimated quantity ordered, and must be delivered free of charge to the Department for delivery.

"The delivery must be for the person designated by the Postmaster-General to receive the articles, which shall be subject to examination and approval by an expert detailed for that purpose. The failure to deliver in a reasonable time, say two weeks at farthest, or delivery of an article deficient in quality or quantity, will be held sufficient cause to annul the contract, at the discretion of the Postmaster-General.

"The head of the Department will, in all cases, decide whether the articles tendered by the contractor are of the kind and quality required by the contract.

"The Postmaster-General reserves the right of rejecting any or all bids if in his judgment the interests of the Department require it.

"Samples of paper and envelopes will be furnished, and samples of cutlery will be shown, on application to the First Assistant Postmaster-General.

"Each proposal must be indorsed on the envelope 'Proposals for Stationery,' and be directed to the First Assistant Postmaster-General.

"MARSHALL JEWELL,

"Postmaster-General."

And whereas certain proposals were made pursuant thereto, and received at the Post-Office Department, for supplying the said Department with articles of stationery, to be ordered at any time during the year, commencing on the first day of February, at certain rates and prices therein proposed and specified. And whereas said proposals were opened and examined, and, all things being considered, it was deemed advisable and most favorable to the interests of the Department that the proposals of the said party of the second part, to supply the following articles of stationery at the prices herein specified, to wit:

Item	1. 10 reams consular paper, flat, 18 pounds per ream, 12½ by 16 inches, per ream, \$3.96	\$39 60
"	3. 25 reams foolscap, flat, 16 pounds per ream, per ream, \$3.25	88 00
"	4. 20 reams legal cap, flat, 16 pounds, per ream, \$3.52	70 40
"	7. 200 reams quarto post, best quality, 12 pounds, per ream, \$2.64	528 00
"	8. 5 reams folio post, flat, 17 by 22 inches, 28 pounds, per ream, \$6.16	30 80
"	11. 5 reams flat-cap, 17 by 22 inches, 28 pounds, per ream, \$4.40	22 00
"	19. 10 reams fine blotting-board, white or buff, as ordered, Parker's Treasury, 100 pounds full, per ream, \$15.00	150 00
"	22. 10,000 envelopes, best Manila paper, 8½ by 5½ inches, gummed ½ inches in flap, per M, \$1.50	35 00
"	35. 40,000 envelopes, double-thick, cream-laid, No. 5, 6 to 14 oz. per M, per M, \$1.85	74 00
"	114. 25 doz. Morgan's mucilage-stands, 8 oz., with brush, as per sample, per doz., \$4.00	100 00
"	116. 12 doz. qt. bottles best mucilage, per doz., \$4.25	51 00

should be accepted; and whereas the said proposals of the party of the second part were so accepted by the Postmaster-General;

Now, therefore, in consideration of the premises, and the mutual covenants and agreements of the parties aforesaid, it is hereby covenanted and agreed between the parties as follows, to wit: The said party of the second part hereby covenants and agrees, to and with the said party of the first part, to furnish and deliver to the Post-Office Department, at Washington, D. C., within ten days after being ordered so to do, so many of the articles above enumerated, in such quantities as may be ordered from time to time, and of the quality and at the prices therein specified, as shall be required for one year from the first day of February, 1875; said articles of stationery to be well and securely packed for transportation, and to be in all respects equal to the sample on which this contract is based, and to be delivered free of all charges; and the said party of the first part covenants and agrees, to and with the said party of the second part, to pay the said party of the second part, in one month after the expiration of each quarter of the year, upon the production of the proper vouchers for each and every item above enumerated, so furnished, according to the amount herein stated, at the contract rates and prices thereof agreed upon by the contracting parties for the articles so proposed and specified.

It is mutually covenanted and agreed between the parties hereto, that in case of repeated failures upon the part of the party of the second part to promptly furnish and deliver, as aforesaid, any of the articles of stationery of the description aforesaid, then the Postmaster-General shall be at liberty to annul and rescind these presents, and all covenants and agreements on the part of the party of the first part entered into by this indenture, and unless so rescinded or annulled this agreement shall continue in force and effect for one year from the first day of February, 1875; and it is further covenanted and agreed, upon the part of the party of the second part hereto, that no member of Congress of the United States shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

In witness whereof, the seal of the Post-Office Department, the signature of the Postmaster-General, and the hand and seal of the part of the second part are hereto affixed.

[SEAL.]

MARSHALL JEWELL,  
*Postmaster-General.*

Witness to signature of Postmaster-General:

JAMES H. MARR.

THE MORGAN ENVELOPE CO.,  
E. MORGAN, *Trea.* [SEAL.]

Witness to signature of second part, (for E. M.):

O. K. MERRILL.

Know all men by these presents that we, Morgan Envelope Company, of Springfield, Mass., by E. Morgan, treasurer, as principal, and E. Wight & E. Bingham, of Springfield, Mass., are held and firmly bound unto the United States in the just and full sum of three thousand (\$3,000) dollars, current lawful money of the United States, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 4th day of February, 1875.

Whereas the above-bounden Morgan Envelope Company, of Springfield, Mass., by E. Morgan, tr., by a certain article of agreement bearing even date herewith, has contracted and agreed with the said United States to furnish and deliver at the Post-Office Department at Washington, D. C., for the use of said Department, certain articles of stationery in said agreement specified, for the term of one year from the first day of February, 1875, as by reference to said article of agreement, hereto annexed, will more fully appear.

Now, the condition of this obligation is such that if the said Morgan Envelope Company, by E. Morgan, tr., shall well and truly keep and perform the covenants in the said article of agreement on their part to be kept and performed, then this obligation to be void; otherwise, to be of full force.

MORGAN ENVELOPE CO.,  
E. MORGAN, *Tr.* [SEAL.]  
E. WIGHT [SEAL.]  
E. BINGHAM. [SEAL.]

Signed, sealed, and delivered in the presence of—

O. K. MERRILL.

O. K. MERRILL.

O. K. MERRILL.

I hereby certify that the above-named Morgan Envelope Company and E. Wight & E. Bingham, sureties in the foregoing contract executed by E. Morgan, treasurer, are, in my opinion, financially good, and able to respond to all damages which may arise from any default on the part of the party of the second part to said contract.

H. C. LEE, P. M.,  
Digitized by *Springfield, Mass.*

This article of contract, made this first day of February, in the year of our Lord one thousand eight hundred and seventy-five, by and between the United States of America, (acting in this behalf by Marshall Jewell, Postmaster-General,) of the first part, and Francis H. Smith, of New York City, as principals, and James Symington and Stephen F. Shortland, of New York City, as sureties, of the second part, witnesseth:

That, whereas the Postmaster-General heretofore, to wit, on the sixteenth day of December, eighteen hundred and seventy-four, caused to be published in certain newspapers in the United States a certain advertisement of the date last aforesaid, of which the here annexed printed advertisement is a true copy:

**"PROPOSALS FOR WRAPPING-PAPER, TWINE, AND LETTER-BALANCES.**

**"POST-OFFICE DEPARTMENT,**

*"Washington, D. C., Dec. 16, 1874.*

"Sealed proposals will be received at this Department until the 19th day of January, 1875, at 12 o'clock noon, for furnishing wrapping-paper, twine, and letter-balances for the use of the post-offices in the United States for one year from the 1st day of February, 1875, the said articles to be delivered, free of expense to the Department, at the blank agency of the Post-Office Department, Washington, D. C.

"The quality and the estimated quantity of each article required are specified below:

"10,000 reams of wrapping-paper, 20 x 25 inches in size, and to weigh 22 pounds to the ream, each ream to contain 20 perfect quires.

"150 reams of wrapping-paper, 26 x 40 inches in size, and to weigh 55 pounds to the ream, each ream to contain 20 perfect quires.

"150,000 pounds of cotton-twine, to be 8-ply, and to measure from 750 to 775 yards to the pound, of sufficient strength to sustain a weight of 20 pounds, and to be put up in balls weighing about a half pound each, and so bound as not to become loose or tangled in transportation.

"50,000 pounds of coarse hemp-twine, to be 3-ply, and to measure from 45 to 50 yards to the pound, and to be put up in balls weighing from one to two pounds each, and so bound as not to become loose or tangled in transportation.

"Samples of the paper and twine required will be furnished to persons who desire to bid, on application to the First Assistant Postmaster-General, Washington, D. C.

"Letter-balances capable of weighing eight ounces, avoirdupois weight, to be graduated down to quarter-ounces. Of these it is supposed that 1,000 will be wanted.

"Letter-balances of the same capacity, graduated by the metric or gramme system. Of this class 100 may be required.

"Letter-balances capable of weighing four pounds, avoirdupois weight, to be graduated to half-ounces. Of this class it is supposed that 200 will be wanted.

"Perfect accuracy, strength, and durability will be required in the balances to be furnished.

"Samples of each description of balances must accompany each bid, and the bidder who may obtain the contract will be required to furnish balances of a quality in all respects equal to the sample.

"Each balance must be well and securely packed in a box for transportation, and delivered, free of expense, to the blank agency, Washington, D. C.

"More or less than the estimated quantities may be ordered, as the necessities of the Department may require, at the discretion of the Postmaster-General.

"Awards will be made for each article separately if deemed most advantageous to the Department.

"Bids not made in conformity with this advertisement will not be considered.

"Each bidder must furnish with his proposal guarantees of his ability to comply with his bid, and a certificate from a postmaster that such guarantors are reliable persons.

"A bond with two sufficient sureties will be required to each contract.

"A failure to furnish promptly any article contracted for, or any attempt to impose upon the Department articles inferior in the opinion of the Postmaster-General to those contracted for, will be considered sufficient cause for the forfeiture of the contract.

"Proposals must be indorsed on the envelope, 'Proposals for letter-balances,' 'Proposals for wrapping-paper,' or 'Proposals for twine,' and addressed to the First Assistant Postmaster-General, Washington, D. C.

**"MARSHALL JEWELL,  
"Postmaster-General."**

And whereas certain proposals were made pursuant thereto, and received at the Post-Office Department, for supplying the said Department with wrapping-paper and cotton-twine, and the said proposals, having been opened, were examined and duly considered, and, after examination and consideration, the proposals of Francis H. Smith, of New York City, of the parties of the second part, were accepted by the Postmaster-General.

Now, therefore, in consideration of the premises and the mutual covenants and agreements of the parties aforesaid, it is hereby covenanted and agreed between the parties of the first and second part as follows, to wit: The said parties of the second part hereby covenant and agree to and with the said party of the first part that the said Francis H. Smith, of New York City, N. Y., shall and will furnish and deliver, at and for the prices hereinafter covenanted and agreed to be paid therefor by the party of the first part, the said wrapping-paper and cotton twine in the said advertisement specified, to wit: So much Manila wrapping-paper 20x25 in size, also so much Manila wrapping-paper 26x40 inches in size, also so much cotton twine as shall be required for the use of the Post-Office Department for one year from the first day of February, eighteen hundred and seventy-five, to be in all respects equal to the samples furnished to bidders by the Post-Office Dept., said paper and twine to be well and securely packed for transportation, and to be delivered at the place specified in the said advertisement at the risk and expense of the said Francis H. Smith, and free of all charges to or against the Post-Office Department for the transportation thereof.

Second. The said party of the first part covenants and agrees to and with the said parties of the second part to pay to the said Francis H. Smith, of the second part, in one month after the expiration of each quarter of the year, to wit: One month after the thirty-first day of March, the thirtieth day of June, the thirtieth day of September, and the thirty-first day of December, in each and every year, upon the production of the proper vouchers to the Auditor of the Treasury for the Post-Office Department, as follows, to wit: For each and every ream of paper 20x25 inches in size, accepted, the sum of one dollar and forty-eight cents, (\$1.48,) and for each and every ream of paper 26x40 inches in size, accepted, the sum of three dollars and sixty-nine cents, (\$3.69,) and for each and every accepted pound of cotton twine the sum of twenty and eighty-nine hundred cents, (20<sup>89</sup>/<sub>100</sub>.)

The said parties of the second part stipulate and agree that, in case of failure on the part of the said Francis H. Smith to do and perform all or any of the covenants, agreements, and stipulations of this contract on their part to be performed as herein set forth, the said parties of the second part shall forfeit and pay to the United States of America the sum of ten thousand dollars, (\$10,000,) for which said forfeiture the said parties of the second part shall be jointly and severally liable as liquidated damages, to be sued for, in the name of the United States of America, in any court having jurisdiction thereof.

The said parties of the first and second part hereby mutually stipulate and agree that this contract may be annulled by the Postmaster-General for repeated failures of the said paper and twine to do and perform any of the covenants, agreements, or stipulations herein covenanted, agreed, and stipulated to be done or performed by the said parties of the second part; and that the Postmaster-General may reject any and all of said , which, upon inspection, are found not to be equal in all respects to the sample furnished to bidders.

And the said parties of the second part hereby stipulate and agree (as a condition upon compliance with which their rights under this contract depend) that no member of Congress of the United States shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

And the said parties of the second part hereby stipulate and agree that the Postmaster-General may terminate this contract for any breach of covenant of the parties of the second part, herein contained, in the opinion of the Postmaster-General, by the parties of the second part committed; and the said parties of the second part further expressly agree that the termination of said contract as aforesaid, nor anything done by the Postmaster-General in pursuance of this stipulation, shall affect or impair any right or claim of the United States to damages or forfeiture for the breach of any of the covenants of the contract by the parties of the second part.

In witness whereof the said Postmaster-General has caused the seal of the Post-Office Department to be hereunto affixed, and has attested the same by his signature. And the said Francis H. Smith, as principal, and James Symington and Stephen F. Shortland, as sureties, have hereunto set their hands and seals on the day and year first hereinabove written.

[L. S.]

MARSHALL JEWELL,  
Postmaster-General.  
FRANCIS H. SMITH,  
JAS. SYMINGTON,  
STEPHEN F. SHORTLAND.

Signed, sealed, and delivered, by the Postmaster-General, in the presence of—  
N. A. GRAY.

And by the other parties hereto, in the presence of—  
J. A. THOMPSON,  
LYMAN PORTER.

This article of contract, made this first day of February, in the year of our Lord one thousand eight hundred and seventy-five, by and between the United States of America, (acting in this behalf by Marshall Jewell, Postmaster-General,) of the first part, and William D. Dauntou, of Philadelphia, Pa., as principal, and Ephraim Turland, &c., and Abram B. Paul, both of Philadelphia, Pa., as sureties, of the second part, witnesseth:

That whereas the Postmaster-General heretofore, to wit, on the sixteenth day of December, eighteen hundred and seventy-four, caused to be published in certain newspapers in the United States a certain advertisement of the date last aforesaid, of which the here-annexed printed advertisement is a true copy:

**"PROPOSALS FOR WRAPPING-PAPER, TWINE, AND LETTER-BALANCES.**

**"POST-OFFICE DEPARTMENT,**

**"Washington, D. C., Dec. 16, 1874.**

"Sealed proposals will be received at this Department until the 19th day of January, 1875, at 12 o'clock noon, for furnishing wrapping-paper, twine, and letter-balances for the use of the post-offices in the United States for one year from the 1st day of February, 1875, the said articles to be delivered, free of expense to the Department, at the blank agency of the Post-Office Department, Washington, D. C.

"The quality and the estimated quantity of each article required are specified below:

"10,000 reams of wrapping-paper, 20x25 inches in size, and to weigh 22 pounds to the ream, each ream to contain 20 perfect quires.

"150 reams of wrapping-paper, 26x40 inches in size, and to weigh 55 pounds to the ream, each ream to contain 20 perfect quires.

"150,000 pounds of cotton twine, to be 8-ply, and to measure from 750 to 775 yards to the pound, of sufficient strength to sustain a weight of 20 pounds, and to be put up in balls weighing about a half pound each, and so bound as not to become loose or tangled in transportation.

"50,000 pounds of coarse hemp twine, to be 3-ply, and to measure from 45 to 50 yards to the pound, and to be put up in balls weighing from one to two pounds each, and so bound as not to become loose or tangled in transportation.

"Samples of the paper and twine required will be furnished to persons who desire to bid, on application to the First Assistant Postmaster-General, Washington, D. C.

"Letter-balances, capable of weighing eight ounces, avoirdupois weight, to be graduated down to quarter-ounces. Of these it is supposed that 1,000 will be wanted.

"Letter-balances, of the same capacity, graduated by the metric or gramme system. Of this class 100 may be required.

"Letter-balances, capable of weighing four pounds, avoirdupois weight, to be graduated to half-ounces. Of this class it is supposed that 200 will be wanted.

"Perfect accuracy, strength, and durability will be required in the balances to be furnished.

"Samples of each description of balances must accompany each bid, and the bidder who may obtain the contract will be required to furnish balances of a quality in all respects equal to the sample.

"Each balance must be well and securely packed in a box for transportation, and delivered, free of expense, to the blank agency, Washington, D. C.

"More or less than the estimated quantities may be ordered, as the necessities of the Department may require, at the discretion of the Postmaster-General.

"Awards will be made for each article separately, if deemed most advantageous to the Department.

"Bids not made in conformity with this advertisement will not be considered.

"Each bidder must furnish with his proposal guarantees of his ability to comply with his bid, and a certificate from a postmaster that such guarantors are reliable persons.

"A bond, with two sufficient sureties, will be required to each contract.

"A failure to furnish promptly any article contracted for, or any attempt to impose upon the Department articles inferior, in the opinion of the Postmaster-General, to those contracted for, will be considered sufficient cause for the forfeiture of the contract.

"Proposals must be indorsed on the envelope, 'Proposals for Letter-Balances,' 'Proposals for Wrapping-Paper,' or 'Proposals for Twine,' and addressed to the First Assistant Postmaster-General, Washington, D. C.

**"MARSHALL JEWELL,**  
**"Postmaster-General."**

And whereas certain proposals were made pursuant thereto, and received at the Post-Office Department, for supplying the said Department with hemp-twine, and the said proposals having been opened, were examined and duly considered, and, after examination and consideration, the proposals of Wm. D. Dauntou, of Philadelphia, Pa., of the parties of the second part, were accepted by the Postmaster-General:

Now, therefore, in consideration of the premises and the mutual covenants and

agreements of the parties aforesaid, it is hereby covenanted and agreed between the parties of the first and second parts as follows, to wit: The said parties of the second part hereby covenant and agree to and with the said party of the first part that the said William D. Dauntou shall and will furnish and deliver, at and for the prices hereinafter covenanted and agreed to be paid therefor by the party of the first part, the hemp-twine, in the said advertisement specified, to wit: So much hemp-twine as shall be required for the use of the Post-Office Department for one year, from the first day of February, eighteen hundred and seventy-five, to be in all respects equal to the samples furnished to bidders by the Post-Office Department; said twine to be well and securely packed for transportation, and to be delivered at the place specified in the said advertisement, at the risk and expense of the said William D. Dauntou, and free of all charges to or against the Post-Office Department for the transportation thereof.

Second. The said party of the first part covenants and agrees to and with the said parties of the second part to pay to the said William D. Dauntou, of the second part, in one month after the expiration of each quarter of the year, to wit: one month after the thirty-first day of March, the thirtieth day of June, the thirtieth day of September, and the thirty-first day of December, in each and every year, upon the production of the proper vouchers to the Auditor of the Treasury for the Post-Office Department, as follows, to wit: for each and every pound of accepted twine, as specified in the said advertisement, twelve and seventy-three hundredths cents, (12  $\frac{73}{100}$  c.)

The said parties of the second part stipulate and agree that, in case of failure on the part of the said William D. Dauntou to do and perform all or any of the covenants, agreements, and stipulations of this contract on their part to be performed as herein set forth, the said parties of the second part shall forfeit and pay to the United States of America the sum of five thousand dollars, (\$5,000,) for which said forfeiture the said parties of the second part shall be jointly and severally liable as liquidated damages, to be sued for in the name of the United States of America, in any court having jurisdiction thereof.

The said parties of the first and second part hereby mutually stipulate and agree that this contract may be annulled by the Postmaster-General for repeated failures of the said William D. Dauntou to do and perform any of the covenants, agreements, or stipulations herein covenanted, agreed, and stipulated to be done or performed by the said parties of the second part; and that the Postmaster-General may reject any and all of said pounds of twine, which, upon inspection, are found not to be equal in all respects to the sample furnished to bidders.

And the said parties of the second part hereby stipulate and agree (as a condition upon compliance with which their rights under this contract depend) that no member of Congress of the United States shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

And the said parties of the second part hereby stipulate and agree that the Postmaster-General may terminate this contract for any breach of covenant of the parties of the second part herein contained, in the opinion of the Postmaster-General, by the parties of the second part committed; and the said parties of the second part further expressly agree that the termination of said contract as aforesaid, nor anything done by the Postmaster-General in pursuance of this stipulation, shall affect or impair any right or claim of the United States to damages or forfeiture for the breach of any of the covenants of the contract by the parties of the second part.

In witness whereof the said Postmaster-General has caused the seal of the Post-Office Department to be hereunto affixed, and has attested the same by his signature. And the said William D. Dauntou, as principal, and Ephraim Turland & Co., and Abraham B. Paul, as sureties, have hereunto set their hands and seals on the day and year first herein above written.

[L. S.]

MARSHALL JEWELL,  
Postmaster-General.

Signed, sealed, and delivered, by the Postmaster-General, in the presence of—  
N. A. GRAY.

WM. D. DAUNTON.  
E. TURLAND & C.  
A. B. PAUL.

And by the other parties hereto, in the presence of—  
JOHN BARROWS.  
W. MORRIS WOOLEY.  
WM. D. CLEVELAND.

The undersigned, postmaster at Philadelphia, certifies that he is acquainted with the above-named sureties, and knows them to be men of property and responsible for the foregoing contract.

GEO. W. FAIRMAN, P. M.

PHILADELPHIA, Pa., Feb. 6, 1875.

This article of contract, made this first day of February, in the year of our Lord one thousand eight hundred and seventy-five, by and between the United States of America, (acting in this behalf by Marshall Jewell, Postmaster-General,) of the first part, and John A. Baker, of Washington, D. C., as principal, and Thomas L. Hume and Nathaniel B. Fugitt, of Washington, D. C., as sureties, of the second part, witnesseth:

That whereas the Postmaster-General heretofore, to wit, on the sixteenth day of December, eighteen hundred and seventy-four, caused to be published in certain newspapers in the United States a certain advertisement of the date last aforesaid, of which the here annexed printed advertisement is a true copy:

**"PROPOSALS FOR WRAPPING-PAPER, TWINE, AND LETTER-BALANCES.**

**"POST-OFFICE DEPARTMENT,**

*"Washington, D. C., Dec. 16, 1874.*

"Sealed proposals will be received at this Department until the 19th day of January, 1875, at 12 o'clock noon, for furnishing wrapping-paper, twine, and letter-balances for the use of the post-offices in the United States for one year from the 1st day of February, 1875, the said articles to be delivered, free of expense to the Department, at the blank agency of the Post-Office Department, Washington D. C.

"The quality and the estimated quantity of each article required are specified below:

"10,000 reams of wrapping-paper, 20x25 inches in size, and to weigh 22 pounds to the ream, each ream to contain 20 perfect quires.

"150 reams of wrapping-paper, 26x40 inches in size, and to weigh 55 pounds to the ream, each ream to contain 20 perfect quires.

"150,000 pounds of cotton twine, to be 8-ply, and to measure from 750 to 775 yards to the pound, of sufficient strength to sustain a weight of 20 pounds, and to be put up in balls weighing about a half pound each, and so bound as not to become loose or tangled in transportation.

"50,000 pounds of coarse hemp twine, to be 3-ply, and to measure from 45 to 50 yards to the pound, and to be put up in balls weighing from one to two pounds each, and so bound as not to become loose or tangled in transportation.

"Samples of the paper and twine required will be furnished to persons who desire to bid, on application to the First Assistant Postmaster-General, Washington, D. C.

"Letter-balances capable of weighing eight ounces, avoirdupois weight, to be graduated down to quarter ounces. Of these it is supposed that 1,000 will be wanted.

"Letter-balances of the same capacity, graduated by the metric or gramme system. Of this class 100 may be required.

"Letter-balances capable of weighing four pounds, avoirdupois weight, to be graduated to half ounces. Of this class it is supposed that 200 will be wanted.

"Perfect accuracy, strength, and durability will be required in the balances to be furnished.

"Samples of each description of balances must accompany each bid, and the bidder who may obtain the contract will be required to furnish balances of a quality in all respects equal to the sample.

"Each balance must be well and securely packed in a box for transportation, and delivered, free of expense, to the blank agency, Washington, D. C.

"More or less than the estimated quantities may be ordered, as the necessities of the Department may require, at the discretion of the Postmaster-General.

"Awards will be made for each article separately, if deemed most advantageous to the Department.

"Bids not made in conformity with this advertisement will not be considered.

"Each bidder must furnish with his proposal guarantees of his ability to comply with his bid, and a certificate from a postmaster that such guarantors are reliable persons.

"A bond with two sufficient sureties will be required to each contract.

"A failure to furnish promptly any article contracted for, or any attempt to impose upon the Department articles inferior in the opinion of the Postmaster-General to those contracted for, will be considered sufficient cause for the forfeiture of the contract.

"Proposals must be indorsed on the envelope, 'Proposals for letter-balances,' 'Proposals for wrapping-paper,' or 'Proposals for twine,' and addressed to the First Assistant Postmaster-General, Washington, D. C.

**"MARSHALL JEWELL,**

*"Postmaster-General."*

And whereas certain proposals were made pursuant thereto, and received at the Post-Office Department, for supplying the said Department with letter-balances, and the said proposals, having been opened, were examined and duly considered, and, after examination and consideration, the proposals of John A. Baker, of the parties of the second part, were accepted by the Postmaster-General;



Now, therefore, in consideration of the premises and the mutual covenants and agreements of the parties aforesaid, it is hereby covenanted and agreed between the parties of the first and second part as follows, to wit: The said parties of the second part hereby covenant and agree to and with the said party of the first part, that the said John A. Baker shall and will furnish and deliver, at and for the prices hereinafter covenanted and agreed to be paid therefor by the party of the first part, the balances in the said advertisement specified, to wit, so many of each of the three kinds therein specified as shall be required for the use of the Post-Office Department for one year from the first day of February, eighteen hundred and seventy-five, to be in all respects equal to the best standard scales now in general use; said scales or balances to be well and securely packed for transportation, and to be delivered at the blank agency in Washington, D. C., at the risk and expense of the said John A. Baker, and free of all charges to or against the Post-Office Department for the transportation thereof.

Second. The said party of the first part covenants and agrees to and with the said parties of the second part to pay to the said John A. Baker, of the second part, in one month after the expiration of each quarter of the year, to wit: one month after the thirty-first day of March, the thirtieth day of June, the thirtieth day of September, and the thirty-first day of December, in each and every year, upon the production of the proper vouchers to the Auditor of the Treasury for the Post-Office Department, as follows, to wit: For each and every balance of eight-ounce capacity, avoirdupois graduation, the sum of five cents, (5c.;) for each and every balance of eight-ounce capacity, metric graduation, the sum of five cents, (5c.,) and for each and every balance of four pounds capacity, avoirdupois graduation, the sum of five cents, (5c.)

The said parties of the second part stipulate and agree that, in case of failure on the part of the said John A. Baker to do and perform all or any of the covenants, agreements, and stipulations of this contract on their part to be performed as herein set forth, the said parties of the second part shall forfeit and pay to the United States of America the sum of five thousand dollars, (\$5,000,) for which said forfeiture the said parties of the second part shall be jointly and severally liable as liquidated damages, to be sued for, in the name of the United States of America, in any court having jurisdiction thereof.

The said parties of the first and second part hereby mutually stipulate and agree that this contract may be annulled by the Postmaster-General for repeated failures of the said John A. Baker to do and perform any of the covenants, agreements, or stipulations herein covenanted, agreed, and stipulated to be done or performed by the said parties of the second part; and that the Postmaster-General may reject any and all of said balances which, upon inspection, are found not to be equal in all respects to the samples furnished.

And the said parties of the second part hereby stipulate and agree (as a condition upon compliance with which their rights under this contract depend) that no member of Congress of the United States shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

And the said parties of the second part hereby stipulate and agree that the Postmaster-General may terminate this contract for any breach of covenant of the parties of the second part, herein contained, in the opinion of the Postmaster-General, by the parties of the second part committed; and the said parties of the second part further expressly agree that the termination of said contract as aforesaid, nor anything done by the Postmaster-General in pursuance of this stipulation, shall affect or impair any right or claim of the United States to damages or forfeiture for the breach of any of the covenants of the contract by the parties of the second part.

In witness whereof the said Postmaster-General has caused the seal of the Post-Office Department to be hereunto affixed, and has attested the same by his signature. And the said John A. Baker, as principal, and Thomas L. Hume and Nathaniel B. Fugitt, as sureties, have hereunto set their hands and seals on the day and year first herein above written.

[L. S.]

MARSHALL JEWELL,  
*Postmaster-General.*

Signed, sealed, and delivered, by the Postmaster-General, in the presence of—  
N. A. GRAY.

JOHN A. BAKER.  
THOMAS L. HUME.  
NATHANIEL B. FUGITT.

And by the other parties hereto in the presence of—  
JOHN C. REDNUK.

The above-named sureties, Hume and Fugitt, are responsible men.

J. M. EDMUNDS, P. M.,  
Washington, D. C.

This article of contract, made this first day of April, in the year of our Lord one thousand eight hundred and seventy-five, by and between the United States of America, (acting in this behalf by Marshall Jewell, Postmaster-General,) of the first part, and Benjamin Chambers, of Washington, D. C., of the second part, as principals, and Messrs. Jameson & Collins, of Alexandria, and Thomas Lewis, of Washington, D. C., as sureties, of the second part, witnesseth:

That whereas the Postmaster-General heretofore, to wit, on the fifteenth day of February, eighteen hundred and seventy-five, caused to be published in certain newspapers in the United States a certain advertisement of the date last aforesaid, of which the here annexed printed advertisement is a true copy:

"PROPOSALS FOR MARKING AND RATING STAMPS.

"POST-OFFICE DEPARTMENT,

"Washington, February 15, 1875.

"Sealed proposals will be received at this Department until the 16th day of March next, at 12 o'clock noon, for furnishing for the use of the post-offices in the United States for one year, and also for four years from the 1st of April next, marking and rating stamps of the following description, namely:

"CLASS NO. 1.

"Circular marking-stamps of steel, or other suitable material, with cancel combined, the stamp to be about one inch and the cancel one-half inch in diameter, with the name of the office and State, with type for months and days in blocks of like material, with sufficient thumb-screw for the same, and with handles of mahogany, walnut, or other heavy wood.

"In proposals for this class of stamps the bidder will state the additional charge when fitted for and accompanied by 24-hour blocks, as 8 a. m., 4 p. m., &c.; also, the charge for separate figures and months.

"Also, octagon marking-stamps, without the cancel, but similar in all other respects to the circular stamp above described, and with type for year, months, and days of the same material, in blocks.

"CLASS NO. 2.

"Circular marking-stamps of iron, or other suitable material, without the cancel, but similar in all other respects to No. 1 circular stamp, and with type for months in blocks and single figures for days, all of the same material.

"Also, for the same when on square face instead of circular.

"CLASS NO. 3.

"Circular marking-stamps of boxwood, or other suitable material, and in all other respects similar to No. 2 stamp, except that the type may be of printers' type-metal.

"CLASS NO. 4.

"Circular marking-stamps of steel, for foreign mails, similar to those now in use in New York, San Francisco, &c., or of any other suitable style for foreign mails, and containing such words as "Chicago Direct," "Detroit Paid All," "Portland B. R. Transit," "New York Unpaid," "Baltimore Paid All B. R. Transit," &c., and with type as in No. 1 stamp.

"Also, rating and other miscellaneous stamps, corresponding with stamps Nos. 1, 2, and 3 in material and style, and containing such words as "Advertised," "Missent," "Returned for better directions," or any other word, sentence, or figures not exceeding in length the sentence "Returned for better directions."

"Also, cancels of half-inch diameter, and containing four or more parallel lines, and corresponding in material with Nos. 1, 2, and 3 stamps.

"Proposals will be received for all the above-described stamps, or for each class separately.

"If bids are made proposing other materials than those mentioned in this advertisement, such bids will be considered in making the awards.

"Stamps will be ordered for the different classes of offices, according to present or future regulations and necessities of the Department, or the Postmaster-General may at any time cease to order any of them, in his discretion.

"Models of stamps complete, of the bidders' own manufacture, must accompany the proposals.

"Each proposal must be accompanied by the guarantee of two sufficient guarantors, that the bidder will enter into contract, within ten days after his bid is accepted, to furnish the articles specified in his accepted bid.

"The accepted bidder will be required, within ten days after his bid is accepted, to enter into contract, with sureties to be approved by the Postmaster-General, to supply the articles the proposal for which is accepted, in which contract it shall be provided that, in case of failure to supply the articles, or any of them, according to the contract,

the contractor and his sureties shall be liable for the forfeiture specified in such contract as liquidated damages to be sued for in the name of the United States.

"The stamps must be delivered at the blank agency of the Post-Office Department at the expense of the contractor.

"Proposals should be indorsed on the outside of the envelope, Proposals for Office Marking-Stamp, and addressed to the First Assistant Postmaster-General, Washington, D. C.

"MARSHALL JEWELL,  
"Postmaster-General."

And whereas certain proposals were made pursuant thereto, and received at the Post-Office Department, for supplying the said Department with marking and rating stamps, and the said proposals, having been opened, were examined and duly considered, and, after examination and consideration, the proposals of Benjamin Chambers, of the parties of the second part, were accepted by the Postmaster-General:

Now, therefore, in consideration of the premises and the mutual covenants and agreements of the parties aforesaid, it is hereby covenanted and agreed between the parties of the first and second part as follows, to wit: The said parties of the second part hereby covenant and agree to and with the said party of the first part that the said Benjamin Chambers shall and will furnish and deliver, at and for the prices hereinafter covenanted and agreed to be paid therefor by the party of the first part, the said stamps in the advertisement specified, to wit: No. 1 steel, octagon, each \$2.48; No. 1 steel, common, each \$2.85; No. 1 steel, when fitted for hour-blocks, each \$3.35; No. 1 steel, with cancel separate or word, as "Registered," each \$2.75; No. 2 iron, square, each, \$1.50; No. 2 iron, common, each \$1.40; No. 3, iron, each 75 c.; No. 4 steel, each \$2.50; miscellaneous steel or iron, each 18 c.; cancels of wood, each 7 c.; single blocks of steel or iron, including hour-blocks, each 4 c.; single blocks of type-metal, each 2 c., as shall be required for the use of the Post-Office Department for one year from the first day of April, eighteen hundred and seventy-five, to be in all respects equal to samples accompanying the bids; said stamps to be delivered at the blank agency in Washington, D. C., at the risk and expense of the said Benjamin Chambers, and free of all charges to or against the Post-Office Department for the transportation thereof.

Second. The said party of the first part covenants and agrees to and with the said parties of the second part to pay to the said Benjamin Chambers, of the second part, in one month after the expiration of each quarter of the year, to wit: one month after the thirty-first day of March, the thirtieth day of June, the thirtieth day of September, and the thirty-first day of December, in each and every year, upon the production of the proper vouchers to the Auditor of the Treasury for the Post-Office Department, as follows, to wit: No. 1 steel, octagon, each \$2.48; No. 1 steel, common, each \$2.85; No. 1 steel, when fitted for hour-blocks, each \$3.35; No. 1 steel, with cancel separate or word, as "Registered," each \$2.75; No. 2 iron, square, each \$1.50; No. 2 iron, common, each \$1.40; No. 3 iron, each 75 c.; No. 4 steel, each \$2.50; miscellaneous steel or iron, each 18 c.; cancels of wood, each 7 c.; single blocks steel or iron, including hour-blocks, each 4 c.; single blocks of type-metal, each 2 c.

The said parties of the second part stipulate and agree that, in case of failure on the part of the said Benjamin Chambers to do and perform all or any of the covenants, agreements, and stipulations of this contract on their part to be performed as herein set forth, the said parties of the second part shall forfeit and pay to the United States of America the sum of five thousand dollars, (\$5,000), for which said forfeiture the said parties of the second part shall be jointly and severally liable as liquidated damages, to be sued for, in the name of the United States of America, in any court having jurisdiction thereof.

The said parties of the first and second part hereby mutually stipulate and agree that this contract may be annulled by the Postmaster-General for repeated failures of the said Benjamin Chambers to do and perform any of the covenants, agreements, or stipulations herein covenanted, agreed, and stipulated to be done or performed by the said parties of the second part; and that the Postmaster-General may reject any and all of said stamps, which, upon inspection, are found not to be equal in all respects to samples accompanying the bid.

And the said parties of the second part hereby stipulate and agree (as a condition upon compliance with which their rights under this contract depend) that no member of Congress of the United States shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

And the said parties of the second part hereby stipulate and agree that the Postmaster-General may terminate this contract for any breach of covenant of the parties of the second part, herein contained, in the opinion of the Postmaster-General, by the parties of the second part committed; and the said parties of the second part further expressly agree that the termination of said contract, as aforesaid, nor anything done by the Postmaster-General in pursuance of this stipulation, shall affect or impair any

right or claim of the United States to damages or forfeiture for the breach of any of the covenants of the contract by the parties of the second part.

In witness whereof the said Postmaster-General has caused the seal of the Post-Office Department to be hereunto affixed, and has attested the same by his signature; and the said Benjamin Chambers, as principal, and Messrs. Jameson & Collins, of Alexandria, Va., and Tho. Lewis, of Washington, D. C., as sureties, have hereunto set their hands and seals on the day and year first hereinabove written.

[L. S.]

MARSHALL JEWELL,  
*Postmaster-General.*

Signed, sealed, and delivered, by the Postmaster-General, in presence of—

N. A. GRAY.

B. CHAMBERS.  
JAMMESSON & COLLINS.  
MOMA LEWIS.

And by the other parties hereto in the presence of—

G. W. JANESSON.

C. A. WARD.

MAUMA PATCHIN.

This agreement, made and entered into this 21st day of December, in the year of our Lord one thousand eight hundred and seventy-four, between the United States of America, by Marshall Jewell, Postmaster-General, of the first part, and the firm known and doing business under the name of Fairbanks & Co., of the second part, witnesseth:

That whereas the Postmaster-General heretofore, to wit, on the 11th day of December, 1874, caused to be published in certain newspapers in the United States a certain advertisement of the date last aforesaid, a copy of which is hereunto annexed; and whereas, certain proposals were made pursuant thereto, and received at the Post Office Department, for supplying the said Department with platform and counter scales; and whereas said proposals were opened and examined; and whereas, all things being considered, it was deemed advisable and most favorable to the interests of the Department that the proposals of the said parties of the second part to supply the scales aforesaid should be accepted; and whereas the said proposals of the parties of the second part were accepted by the Postmaster-General:

Now, therefore, in consideration of the premises and the mutual covenants and agreements of the parties aforesaid, it is hereby covenanted and agreed between the parties as follows, to wit: The said parties of the second part hereby covenant and agree to and with the said party of the first part to furnish and deliver, as specified in the aforesaid advertisement, so many of the said scales herein specified as shall be required for one year from the 21st day of December, 1874; said scales to be well and securely packed for transportation, and to be in all respects equal to the best standard scales now in general use, and to be delivered free of all charges; and the said party of the first part covenants and agrees to and with the said parties of the second part, to pay the said parties of the second part in one month after the expiration of each quarter of the year, upon the production of the proper vouchers to the Auditor of the Treasury for the Post-Office Department, as follows, to wit: For each and every 2,000 lb. scale on wheels, \$24.98; without wheels, \$23.34. For each 1,000 lb. scale on wheels, \$14.32; without wheels, \$12.98. For each 600 lb. scale on wheels, \$10.98; without wheels, \$7.64. For each 240 lb. scale, \$4.65. For each 62 lb. scale, \$3.98.

It is mutually covenanted and agreed between the parties hereto that in case of repeated failures upon the part of the parties of the second part to promptly furnish and deliver as aforesaid any scales of the description aforesaid, then the Postmaster-General shall be at liberty to annul and rescind these presents and all covenants and agreements on his part entered into by this indenture, and unless so rescinded or annulled, this agreement shall continue in force and effect for one year from the 21st day of December, 1874; and it is further covenanted and agreed upon the part of the parties of the second part hereto, that no member of Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

In witness whereof, the seal of the Post-Office Department, the signature of the Postmaster-General, and the hand and seal of the parties of the second part are hereto affixed.

MARSHALL JEWELL,  
*Postmaster-General.*

Witness to signature of Postmaster-General:

N. A. GRAY.

FAIRBANKS & CO. [L. S.]

Witness to signatures of second parties.

D. C. TALCOTT.

H. Ex. 79—4

Know all men by these presents that we, the aforesaid firm of Fairbanks & Co., as principals, and Wm. S. Wells and E. H. Boardman as sureties, all of the city of New York, are held and firmly bound unto the United States in the just and full sum of ten thousand dollars, current lawful money of the United States, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 21st day of December, 1874.

The condition of this obligation is such that whereas the above-bounden Fairbanks & Co., by a certain article of agreement bearing even date herewith, have contracted and agreed with the said United States to furnish and deliver as aforesaid, for the use of said Department, certain scales for the term of one year from the 21st day of December, 1874, as by reference to said article of agreement, hereto annexed, will more fully appear:

Now, if the said Fairbanks & Co. shall well and truly keep and perform the covenants in the said article of agreement on their part to be kept and performed, then this obligation to be void; otherwise to be of full force.

FAIRBANKS & CO.	[L. S.]
WM. S. WELLS.	[L. S.]
E. H. BOARDMAN.	[L. S.]

Signed, sealed, and delivered in the presence of—  
D. C. TALCOTT.

I hereby certify that the above-named \_\_\_\_\_ and \_\_\_\_\_ sureties in the foregoing contract executed by Fairbanks & Co., are in my opinion *good*, and able to respond to all damages which may arise from any default on the part of the parties of the second part to said contract.

#### PROPOSALS FOR PLATFORM AND COUNTER SCALES.

POST-OFFICE DEPARTMENT,  
*Washington, D. C., December 11, 1874.*

Proposals will be received at this Department until Monday, the 21st instant, at 12 o'clock m., for furnishing such offices as need them, a list of which can be obtained at this Department, with platform and counter scales, in such numbers, more or less, and capacity as follows:

About eight of two thousand pounds each.

Five of one thousand pounds each.

Twenty-five of six hundred pounds each.

Two hundred of two hundred and forty pounds each.

And about twelve hundred of sixty-two pounds each.

The scales must be first class in every respect, and equal to the best standard scales now in general use, and must be delivered at the post-offices where needed on or before the 31st instant, at the risk and expense of the contractor, and in good order and condition. The two hundred and forty pound and the sixty-two pound scales will be received by the Post-Office Department at any post-office from which the contractors may elect to ship, and this Department will transport them at its own expense to the points where needed.

The bids must contain a definite description of the scales offered, namely, size of platform, whether with or without wheels, and any other descriptive particulars which are customary.

The responsibility of the bidder for any damage growing out of a failure on his part to fulfill the terms of his contract must be guaranteed to the satisfaction of the Postmaster-General. The Postmaster-General reserves the right to reject any or all bids, as he may deem most advantageous to the Government.

As it is imperative that these scales should be put into use on the first day of January next, no extension of time can be granted under any circumstances.

MARSHALL JEWELL,  
*Postmaster-General.*

PAWNEE INDIANS IN NEBRASKA.

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L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

*Correspondence upon the subject of the present necessities of the Pawnee Indians in Nebraska.*

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JANUARY 18, 1876.—Referred to the Committee on Indian Affairs and ordered to be printed.

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DEPARTMENT OF THE INTERIOR,  
*Washington, January 17, 1876.*

SIR: I have the honor to transmit herewith a copy of a communication, dated the 15th instant, from the Commissioner of Indian Affairs, together with the inclosure therein noted, printed copy of correspondence between the Indian Office and members of the Board of Indian Commissioners, upon the subject of the condition and necessities of the Pawnee Indians.

The Commissioner submits (see page 4, pamphlet inclosed) a draught of a bill to provide for the sale of the Pawnee reserve in Nebraska, and recommends that Congress be asked for an appropriation, for the present relief of these Indians, of three hundred thousand dollars, to be re-im-bursed from the proceeds of the sale of their lands above referred to.

The recommendation of the Commissioner is approved, and the subject is respectfully presented to the favorable consideration of Congress.

I have the honor to be, very respectfully, your obedient servant,

Z. CHANDLER,  
*Secretary.*

The SPEAKER of the House of Representatives.

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DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., January 15, 1876.*

SIR: I have the honor to forward herewith copy of pamphlet containing certain correspondence and statements of my predecessor, and of some

members of the Board of Indian Commissioners, relative to the removal and necessities of the Pawnee Indians.

The exigency of this case and the action which followed upon it are fully set forth in this pamphlet, and I am satisfied that the change of these Indians to a location in the Indian Territory will prove of advantage to them.

I respectfully invite your special attention to the proposed legislation in regard to the disposition to be made of the reservation of the Pawnees in Nebraska, and recommend that Congress be asked to make the necessary appropriation for these Indians, to be re-imbursed out of the sales of lands belonging to this reservation.

I have the honor to be, sir, very respectfully, your obedient servant,

J. Q. SMITH,  
*Commissioner.*

The Hon. SECRETARY OF THE INTERIOR.

CORRESPONDENCE OF THE HON. SECRETARY OF THE INTERIOR AND THE COMMISSIONER OF INDIAN AFFAIRS, RELATIVE TO THE REMOVAL AND NECESSITIES OF THE PAWNEE INDIANS.

DEPARTMENT OF THE INTERIOR.

*Washington, December 14, 1875.*

SIR: I return herewith, amended, the draught of a bill providing for the sale of the Pawnee reserve in Kansas, which accompanied your report of the 9th instant, which bill, as amended, will, it is believed, meet the requirements in the case, and has the approval of this Department.

The papers which were transmitted with your report are also herewith returned.

Very respectfully, your obedient servant,

Z. CHANDLER,  
*Secretary.*

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,

*Washington, D. C., December 9, 1875.*

SIR: I have the honor to inclose herewith communication from the hon. secretary of the Board of Indian Commissioners relative to the condition of the Pawnee Indians, and the steps that have been taken to provide for their wants during the past year. It will be seen that the emergency of the case, in the view of the President, was sufficient to justify the unusual action, and also that the efforts to provide for the Pawnees have been entirely successful, and that they are now comfortably located in the Indian Territory, and that the only assistance required from the Government will be an appropriation, as a loan, to be re-imbursed from the sales of their lands in Nebraska, which they have vacated, and which are ample security. I therefore respectfully recommend that the matter be submitted to Congress for the necessary action by that body, if this recommendation meets with the concurrence of the Department.

The accompanying draught of a bill is submitted as a proper form, and covering the points upon which legislation is required.

I have the honor to be, very respectfully, your obedient servant,

EDW. P. SMITH,  
*Commissioner.*

The Hon. SECRETARY OF THE INTERIOR.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That with the consent and concurrence of the Pawnee tribe of Indians, expressed in open council, in the usual manner, the Secretary of the Interior be, and he is hereby, authorized to cause to be appraised and sold the entire reservation

set apart for said Indians in the State of Nebraska by the provisions of the first article of a treaty with them, concluded September 24, 1857, in the following manner: The said Secretary shall appoint three disinterested and competent persons, who, after being sworn to perform said service faithfully and impartially, shall personally examine and appraise said lands, at their actual cash value, by legal subdivisions of one hundred and sixty acres, separately from the value of any improvements on the same, and shall also examine and appraise the value of said improvements, and make return thereof to the Commissioner of Indian Affairs. After the appraisalment of said lands as here-in provided, the Secretary of the Interior shall be, and hereby is, authorized to offer the same for sale on the following terms and conditions, to wit: One-third cash in hand, the balance in two equal annual payments, drawing interest at the rate of six per centum per annum from the day of sale. If any purchaser shall commit waste or damage upon said lands before full payment therefor, his rights to the lands purchased by him shall cease, and sealed proposals, duly invited by public advertisement, shall be received for the same, for tracts not exceeding one hundred and sixty acres each, and also for the entire body offered; and he shall be, and hereby is, authorized to accept the proposal for the entire tract, or the highest bids for separate tracts, whichever shall be deemed best for the interests of the Indians: *Provided*, That no bids for separate tracts shall be accepted which may be less than the appraised value of such tract, or less than two dollars and fifty cents per acre, nor for the entire tract which shall be less than the aggregate appraised value of the same, or less than two dollars and fifty cents per acre; and patents in fee-simple shall be issued to the purchasers for the tracts purchased by them, respectively, upon the payment to the Secretary of the Interior, in such manner and under such regulations as he may prescribe, of the full amount of the purchase-money: *Provided further*, That if any of said tracts shall contain valuable improvements thereon, made by or for the Indians, or for Government purposes, the proposals therefor must state the price, both for the land and the improvements separately: *And provided further*, That the second section of the act of Congress approved June 10, 1872, making provision for the sale of a portion of these lands be, and the same is hereby, repealed: *And provided further*, That if any of the lands of said reservation shall remain unsold, after being offered as aforesaid, then the Secretary of the Interior is authorized and empowered to offer the same from time to time, on sealed proposals, after public advertisement, under the provisions of this section, until the whole shall be disposed of.

SEC. 2. That there be, and hereby is, appropriated, out of any moneys in the Treasury not otherwise appropriated, the sum of three hundred thousand dollars, to be used in defraying the expenses of appraisalment and sale; in the purchase of a suitable reservation in the Indian Territory for the Pawnee tribe of Indians; to defray the expenses of their removal thereto and establishment thereon; for the payment for necessary supplies for their subsistence; for improving farms, building houses, purchasing implements of agriculture and live stock; in establishing and supporting schools; and for other beneficial objects, including expenditures made for the above-mentioned purposes during the fiscal year ending June 30, 1876; said sum to be available for the purpose named immediately upon the approval of this act: *Provided*, That the sum hereby appropriated shall be re-imbursed to the United States out of the funds arising from the sale of the lands described in the first section of this act.

SEC. 3. Any surplus that may remain from the proceeds of the sale of the lands described in said first section, after the re-imbursement to the United States of said sum of three hundred thousand dollars, shall be placed to the credit of said Indians on the books of the Treasury of the United States, and bear interest at a rate not to exceed five per centum per annum, payable semi-annually, except such portion thereof as the Secretary of the Interior, with the approval of the President of the United States, may deem necessary to be expended for their immediate use for subsistence or other beneficial objects.

## REPORT TO THE BOARD OF INDIAN COMMISSIONERS ON THE REMOVAL OF THE PAWNEES TO THE INDIAN TERRITORY.

BOARD OF INDIAN COMMISSIONERS,  
Washington, D. C., December 9, 1875.

SIR: I have the honor to inclose herewith copy of a report made by B. Rush Roberts and myself, relative to our action in the provision made for the support of the Pawnee Indians, for such action and recommendation to the Hon. Secretary of the Interior as you may deem expedient.

Very respectfully, your obedient servant,

F. H. SMITH, *Secretary.*

HON. E. P. SMITH,  
*Commissioner of Indian Affairs.*



WASHINGTON, D. C., November 9, 1875.

SIR: The undersigned, members of the board, respectfully present the following report of their action in connection with the removal of the Pawnee Indians from their reservation in Nebraska to the Indian Territory, their establishment upon their new reservation, and their subsistence temporarily until provision shall be made therefor by Congress.

The following correspondence of the Hon. Secretary of the Interior and Commissioner of Indian Affairs will explain our connection with this subject:

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., March 6, 1875.

SIR: I have the honor to invite your attention to an emergency which has arisen in the Indian service.

There are three thousand Pawnee Indians in Nebraska who have heretofore subsisted partly by buffalo hunting and partly by such crops as they have learned to raise upon their reservation. For two years past they have entirely failed in their efforts to procure buffalo, and were thus reduced to exclusive dependence upon their crop, which last summer was completely destroyed by grasshoppers, leaving these Indians with but a small annuity fund of about ten dollars per capita with which to be maintained for a whole year.

In these circumstances the Pawnees in council, attended by their agent and superintendent, and a delegation of Friends, who have these Indians in charge, voted to remove to the Indian Territory, and asked permission to send the males of their tribe in advance, in order to select a country and break ground in preparation for the coming of the women and children and aged persons of the tribe.

They also voted to request the Government to sell their reservation, and to expend such portion of their funds as might be necessary for their removal and establishment in the Indian Territory.

In view of the straitened condition of the Pawnees, and the desirableness of concentrating Indians in the Indian Territory, so far as possible, permission was granted these Indians by the Department to proceed thither, where they would probably be able to make a living during the winter by hunting buffalo, and would be on the ground ready to commence improvements upon their new homes in early spring.

Appropriate legislation to carry out this arrangement was recommended to Congress, which, having been referred to the Indian Committee of the Senate, was reported back with favorable recommendations; but in the crowded condition of legislation at the close of the session, it was found impossible to call up the bill before the expiration of Congress.

As the result, the Department finds itself with these three thousand (3,000) Pawnees, of whom a large portion are already in the Indian Territory, for whom a selection of country has been made in the forks of the Arkansas and Cimarron Rivers on land ceded to the United States for Indian occupation by the Cherokees, but who are without any means either to procure subsistence, or to commence preparing their homes, or to return to Nebraska, or to live in Nebraska if they were returned.

I respectfully suggest that this emergency is so decisive and well defined as to come within the discretion necessarily lodged with the President, by which authority may be granted the Department to make the necessary expenditure to provide for these Pawnees until provision can be made according to law, and would respectfully recommend that the matter be laid before the President for such direction as he may see fit to give in the premises.

The expenditure thus required will probably not exceed one hundred and fifty thousand dollars, and will probably be from twenty-five to fifty thousand dollars less than that amount. The lands which the Pawnees relinquished in moving to the Indian Territory are worth three or four times that amount.

Owing to the actual hunger of these Indians, and the importance of their being at work immediately upon their new reservation, I respectfully request that action may be taken upon this matter at as early a date as practicable.

Very respectfully, your obedient servant,

EDW. P. SMITH,  
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,  
Washington, March 12, 1875.

SIR: The destitute condition of the Pawnee Indians, and the necessity of providing them with subsistence, which were the subject of your report of the 6th instant, hav-

ing been represented to the President, he authorizes that the Department incur an expenditure for their relief until provision can be made for them according to law.

You are, therefore, hereby instructed, in pursuance of the Executive authority, to make the necessary arrangements for the relief of the Pawnees; the expenditures thus to be incurred not to exceed one hundred and fifty thousand dollars, provided the necessary supplies can be procured in open market of parties who would be willing to furnish what may be required *without entering into contract*, and await the action of Congress upon estimates to be approved by this Department and submitted to Congress for an appropriation to meet the payment of the indebtedness.

Very respectfully, your obedient servant,

B. R. COWEN,  
*Acting Secretary.*

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., April 2, 1875.*

SIR: Referring to your communication under date of March 12, 1875, authorizing the expenditure of \$150,000 for the relief of the Pawnees by purchase of supplies in open market, I have the honor to inclose herewith copy of proposal from R. C. Kerens, of Arkansas, to furnish beef on the hoof, required by these Indians, at \$3.88 per hundred, gross weight, and flour delivered at Wichita at \$4.86 per hundred.

It is known to the Department that there are no funds applicable for the subsistence of these Indians, who have lately removed to the Indian Territory, and that parties furnishing supplies for them do so with the understanding that they will receive no compensation for the same until an appropriation shall have been made, and the uncertainty involved in the transaction will operate of course to increase the cost of articles.

It is difficult for the Office at this distance to judge as to what is expedient and right in the matter, and I respectfully recommend that the secretary of the Board of Indian Commissioners be requested, if compatible with his other duties, to visit the Indian Territory and take in charge the procuring of supplies necessary for the Pawnees, or such portion of them as he may deem best, and that this proposition of Mr. Kerens be submitted for his consideration in connection with any others that may be offered.

Your early consideration of this subject is respectfully requested.

Very respectfully, your obedient servant,

EDW. P. SMITH,  
*Commissioner.*

The HON. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,  
*Washington, D. C., April 5, 1875.*

SIR: I have considered your report of the 2d instant, submitting a proposition made by R. C. Kerens, of Arkansas, to furnish beef and flour for subsistence of the Pawnee Indians in the Indian Territory, and await an appropriation by Congress for payment.

In your letter of the 6th ultimo the destitution of the Pawnees was reported to the Department, with the recommendation that the President be consulted with reference to their condition, and as to the proper mode of relief to be adopted in the absence of an appropriation or authority of law for the purchase of supplies.

In compliance with said recommendation, the subject was laid before the President, who authorized the Department to make the necessary arrangement to relieve the Pawnees, provided the necessary supplies could be procured in open market of parties who would furnish the same *without entering into contract*, and await action by Congress upon estimates to be submitted for an appropriation.

In pursuance of Executive authority you were, on the 12th ultimo, instructed to incur an indebtedness not to exceed the sum of one hundred and fifty thousand dollars.

The Department cannot, under existing law, make a contract or purchase in the absence of an appropriation for the purpose. "No contract or purchase on behalf of the United States shall be made unless the same is authorized by law or is under an appropriation adequate to its fulfillment." (Revised Statutes, section 3732, act of March 2, 1871.) The said act clearly inhibits the making of contracts or purchases by this Department.

Under the circumstances, and in view of the peculiar situation and necessities condition of the Pawnees, you are authorized to make arrangements for their relief and subsistence, provided you can find any parties who, in the interests of humanity, will furnish to this suffering tribe the supplies required for the purpose, and who will be willing to rely upon the justice of a Christian Government for payment.

It is to be distinctly understood that, under the authority herein conferred, no obliga-

tion will be assumed by the Government, nor any responsibility, nor, by implication, is any promise of payment to be inferred from it.

Information may, however, be imparted that the Department will submit to Congress, at the next session, an estimate of appropriation required to defray the expenses incident to the care and subsistence of the Pawnee Indians in the Indian Territory.

To your judgment is left the adoption of the best plan for accomplishing the object contemplated. If it be deemed inexpedient or impracticable for Superintendent Hoag and Agent Richards to effect a satisfactory arrangement for procuring supplies for the Pawnees under the authority hereby granted, and the business demands that the secretary of the Board of Indian Commissioners be designated for the purpose, the propriety of employing his services is left to your discretion.

Before taking any action in the premises, you are requested to confer with Friend B. Rush Roberts in relation to the subject.

Very respectfully, your obedient servant,

C. DELANO,  
Secretary.

COMMISSIONER INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., April 9, 1875.

SIR: From copies of correspondence herewith inclosed, being letters of March 6 and April 2, of this Office, to the Hon. Secretary of the Interior, and replies thereto by the Hon. Secretary under date of March 12 and April 5, you will learn the embarrassed position in which this Department is placed relative to the Pawnee Indians and their necessitous condition.

In accordance with the authority given by the Hon. Secretary in his letter of April 5, I desire to secure the aid of your board in procuring supplies for the Pawnees sufficient to meet their necessities until July 1, 1876. These supplies will consist mainly of beef on the hoof, flour or corn, or both, coffee, sugar, clothing materials, farming implements, hardware for use in the erection of buildings, a saw-mill, and a few wagons and work-oxen. Provision should also be made, if feasible, by which the services of a sufficient force of employes can be procured to erect temporary dwellings for the employes of the agency, to put a saw-mill into operation, and to aid the Indians in the erection of their houses.

From the inclosed copy of the appropriation bill you will learn the exact amount of funds which can be used for the Pawnees during the coming year, and, with their consent, in any form most for their benefit, except those in payment for employes and schools.

It is desirable that you should visit their present agency in Nebraska, and on the spot consider and decide the question as to when it will be most feasible to move that portion of the tribe still remaining in Nebraska to the Indian Territory. This decision will affect somewhat the amount of supplies necessary to be provided at their new home, and also be important as tending to quiet an uneasiness on the part of the Indians.

Two opposite considerations bear upon the question of the time of this removal:

1. If it is not made during the coming fall it cannot be made, without transportation by rail, involving heavy expense, early enough in the following spring for them to put in a crop in the new country next year.

2. If the removal is made this fall it necessarily exposes some of the older persons and the children to their first winter in the Territory with inadequate shelter and provision, and also involves an additional expense of cost of supplies, while if they remain in Nebraska through the winter they will mainly subsist on what they may expect to raise during the coming summer. Also, if they remained in Nebraska, the school could probably be continued with profitable results during the entire winter, and the agency buildings would be protected by actual occupation until the Pawnee lands in Nebraska can be sold.

By the act of 1872 a sale of 50,000 acres of Pawnee lands was authorized, but under such restrictions as have hitherto operated to prevent the sale. I have learned informally that it is possible that a colony of Mennonites, represented by John F. Funk, at Elkhart, Indiana, may consider the question of purchasing these lands, and I would suggest, as bearing quite directly upon the question before you, that en route to Nebraska you have an interview with this gentleman.

If the 50,000 acres, for whose sale provision is made in the act above named, can be sold, the pressing wants of the Pawnees will be mainly provided for; but, owing to the delay involved in procuring the appraisalment and sale of the lands by advertisement, a temporary provision must be made, even if this is likely to be successful.

As to the probability of payment for supplies and services which may be procured

for the Pawnees, I have to say that, in addition to the moral obligation which will be upon the Government, and which will be urged upon Congress in its full force by the Department and by the President, the Pawnees are in possession of lands which, at a moderate valuation, are worth at least \$300,000, upon which this indebtedness incurred in their behalf will be a first lien. This fact will of itself remove many difficulties in procuring a future appropriation, because the amount to be appropriated will be sure to be re-imbursed by the sale of Indian lands, instead of being a donation to the Indians.

Mr. B. Rush Roberts, a member of your board, has been requested, if possible, to assist you in this matter, and it is hoped that he will be able to accompany you to Nebraska and Saint Louis, or such other point as you may find most suitable for making arrangements to meet the necessities of the Pawnees.

Very respectfully, your obedient servant,

EDW. P. SMITH,  
*Commissioner.*

Hon. F. H. SMITH,  
*Secretary Board of Indian Commissioners, Washington, D. C.*

#### PROPOSED SALE OF LAND.

In accordance with the request of the Hon. Commissioner, we proceeded to Chicago, and on the 14th of April last held a consultation with Mr. John F. Funk, of Elkhart, Ind., who met us there in compliance with our telegraphic invitation.

As the representative of a portion of the Mennonite organization in this country, Mr. Funk expressed a warm desire that the portion of the Pawnee reservation authorized by law to be offered for sale should be made available for the exclusive occupation of colonies of that faith coming to this country; and, after full consideration of the subject, proposed, as the most available means of securing the land for that purpose, to communicate immediately with representative men of the organization, with a view of forming a joint-stock company with capital sufficient to make the purchase in accordance with the terms of the law.

#### REMOVAL OF THE PAWNEES.

We next proceeded to the reservation in Nebraska, and consulted with the chiefs and headmen of the Pawnees remaining at the agency. The Indians were united and urgent in their desire to abandon their reservation and join their brethren in the Indian Territory at once.

To comply with their request seemed wholly inadmissible. Several hundred acres of wheat had already been sown, and the arrangements for cultivating—in all about two thousand acres of the reservation—were in an advanced state of progress. The manual-labor school, with its excellent buildings and corps of teachers, would have to be disbanded for probably a year to come, and much inconvenience and suffering on the part of the aged, sick, and infirm would occur in case of immediate removal to a point at which no preparation for their reception would, for a considerable period, be made.

After a protracted explanation and discussion, the Indians were informed that the Department would positively not assent to their removal earlier than the coming fall, after the crops have been harvested. The commissioners then left the council-room, but were subsequently requested to return, and were informed by the Indians of their assent to the proposition to remain until fall.

On the 19th we returned to Omaha, and met Barclay White, superintendent of Indian affairs, who was requested by telegraph to accompany us to the reservation, but in consequence of his absence at another agency failed to receive the dispatch.

Among the reasons given by the Indians for their immediate removal was their continual apprehension of attack from the Sioux, the absence of nearly all the able-bodied men of the tribe leaving them without means of defense against even a small hostile party. After consultation with the superintendent, although no cause was seen for apprehending any immediate danger, it was deemed prudent to address a communication to the military headquarters at Omaha, requesting the detail of a small force of troops within such proximity to the agency as would afford protection to the remaining Pawnees from their hereditary enemies.

Attention was also called in the communication to the material injury already done by the removal of large quantities of wood from the reservation—from one to two hundred wagon-loads a day being often taken away—by trespassing, and the military authorities having failed to respond to the previous request of the Department to afford protection in this regard.

In accordance with our request, a company of infantry was subsequently detailed

by General Crook for service at the agency, and remained during the most of the summer. Two occasions occurred for their intervention, as will be seen from the following extract from the report of Barclay White, superintendent, concerning the affair :

NORTHERN SUPERINTENDENCY, OFFICE INDIAN AFFAIRS,  
Omaha, Nebr., Ninthmonth, 3d, 1875.

**RESPECTED FRIEND:**

On the 23d ultimo, about daybreak, the wife of Eagle, head-chief of the Skee-dee band of Pawnees, was shot and instantly killed. She was near her lodge, and the party committing the murder was sheltered from view by tall corn, and escaped unobserved.

Agent Burgess reports that Captain Wheaton's company "was stationed in sight, within a few hundred yards of the point of attack. It was not only inadequate for protection, but of no practicable benefit whatever against Indians."

On the 30th ultimo, soon after sunrise, fourteen Indians, supposed to be Sionx, rode out of a ravine, and shot four balls into Kon-is-a, or Charlie Fighting Bear, a Pawnee school-boy, fifteen years of age, who was herding Pawnee horses, killing him on the spot.

This occurred about forty rods from the agency carpenter's dwelling-house. The murderers then chased the horses, but not succeeding in capturing them, left. An active chase by Pawnees was given them for several miles, but they had fleet horses, were better armed than the Pawnees, and escaped.

Very respectfully, thy friend,

BARCLAY WHITE,  
*Supt. of Indian Affairs.*

Hon. F. H. SMITH,  
*Secretary, Washington, D. C.*

**PURCHASE OF SUPPLIES.**

We reached Saint Louis the morning of the 21st, and Agent Burgess, coming from the East, joined us in the evening of that day.

The matter of the purchase of supplies was, while in Chicago, laid fully before Col. C. G. Hammond, late a member of the Board of Indian Commissioners, who informed us that it would be impossible to negotiate with business men in that city on the terms we were authorized to offer, and that in his judgment the only plan that would be successful was to find parties who, as a matter of speculation, would, for a sufficient consideration, be willing to risk the delay or failure of Congress to make the required appropriation. J. V. Farwell, also a late member of our board, and others, were consulted, without affording any light upon the subject of our proposed purchases.

In Omaha arrangements were made with F. D. Cooper for the supply of such wagons and agricultural implements as are required, to be delivered by him at Coffeyville, Kan., upon terms regarded as favorable.

In Saint Louis much reliance was placed upon the advice and co-operation of Mr. Robert Campbell, whose previous familiarity with the Indian service as a member of our board and otherwise, and whose great business experience and acquaintance in Saint Louis it was believed would enable him to place us in communication with parties willing to furnish the supplies required, and to trust to the justice of the Government for re-imbursement. Mr. Campbell, after learning of our presence in the city, called upon us, and expressed his readiness to render any assistance in his power; but learning fully the conditions under which purchases were to be made, stated in most positive terms that any effort to procure the supplies required in that city would be hopeless, and in response to the inquiry as to what could be done to relieve these suffering people made the same reply in substance as Colonel Hammond in Chicago, that our only hope was to find parties who would as a speculation undertake for a liberal margin of profit to furnish the goods.

In connection with Agent Burgess we then visited several of the prominent business houses of the city, but in each instance the parties declined to sell for any price new goods upon the terms offered.

Arrangements were, however, made with A. S. Pettierew Machine Company for the supply of a saw-mill and engine, partly second-hand, but in excellent condition, upon reasonable terms.

Proposals were received for flour, beef, and other supplies, but at rates which we on our own responsibility were unwilling to accept.

We thereupon returned to Washington and reported verbally to the Commissioner of

Indian Affairs the results of our effort, and asked him to relieve us from further responsibility in the matter. The Commissioner stated that he knew of no other means more likely to accomplish the object sought, and, as the necessity was urgent to make immediate provision for subsisting the Indians and carrying on the work required for their establishment on the new reservation, he desired us to continue our efforts until all needed arrangements should be perfected.

Acting upon this request, we have from time to time authorized the purchase of supplies and materials and the employment of labor on the best terms we have been able to obtain, the details of which will appear in the files of your Office.

During the month of October, in connection with Thomas W. Matthews, of Baltimore, one of the committee appointed by the Baltimore yearly meeting of Friends, we made a second visit to the Pawnees. The following extract from the report of the Friends committee states clearly what has been accomplished for this people during the present season, and is adopted by us for the purposes of this report:

"At the close of the last fiscal year, Sixthmonth, 30th, 1875, the day-schools were all closed, and the industrial school on the 30th of Ninthmonth, and the salaries of the teachers and other employes appropriated to the purposes of feeding the Indians and making preparation for their final removal to the Indian Territory.

"The Indians remaining (numbering between four and five hundred, most of whom are children, or old and infirm people) appear to have acted on the advice given them last spring by the members of the Board of Indian Commissioners and their agent, to plant all the corn and vegetables they could, and gather their crops before departing south, that they might have food on their way down.

"Agent Burgess reports that most of the able-bodied men have worked well, and the farmer assures us that nearly all the labor in producing and gathering the large crops raised on the reservation the past summer has been performed by Indians, and the amount of dried squaw-corn and pumpkins which we saw stored in some of their lodges shows that they have not been idle.

"The products of the agency-farm, on about 600 acres, have been reported or estimated to us; and from personal inspection we are inclined to believe that the corn is estimated considerably below what it will probably yield, as follows: rye, 1,000 bushels; wheat, 5,000 bushels; corn, estimated, 5,000 bushels; potatoes, 1,700 bushels; oats, 2,000 bushels; and buckwheat, 84 bushels. About 50 tons of hay have also been cut. On a very moderate estimate we think the products would be worth there at least \$5,000.

"The results of this year's farming have been very gratifying to us, especially in comparison with the desolation and destitution of the agency about this time last year; and the more so that the Indian laborer has brought about this result, and that his muscles have been trained in the employment in which hereafter he must live or suffer.

"Horses and wagons have been purchased for the removal to the Indian Territory of the remnant of the tribe, and it is expected that all will be in readiness to start on or very soon after the 15th of the present month, and will be accompanied by Agent Burgess and wife, Julia Nicols, and Mariana Burgess. The latter two having been teachers in the industrial school, are now retained to have care of the children, and as teachers of day-schools to be at once started on the new reservation, and probably to be reinstated when the new manual-labor school, now projected, can be built and put in operation.

"We left Genoa on the morning of the 5th, accompanied by William Burgess, and Omaha on the 6th, by way of Kansas City, Lawrence, and Coffeyville, and after some detention on our route and 105 miles' travel by private conveyance, we reached the Pawnee agency in the Indian Territory about sundown on the evening of the 11th instant. On arriving in front of the agency-buildings, more than a mile from them, our eyes rested upon one of the most beautiful scenes we had witnessed in our whole journey.

"In the foreground were about twenty men, Indians and whites, with their teams and mowing-machines, busily engaged in cutting, raking, and stacking hay. In the distance the long row of new buildings, many of which were occupied, extending in a straight line on one side of the avenue for over half a mile in length, and the surrounding country for miles away dotted with the white tents of the Indians in their several villages, and the houses of the employes within a more limited circle; the beautifully rolling prairie interspersed with belts and groves of timber, and the far-distant hills bounding the Cimarron and Arkansas Rivers—the whole covered with a most luxuriant growth of grass, and seen in the light of the setting sun constituted a picture which no pen could adequately describe. Our hearts were made to rejoice at the thrift and industry which we witnessed, as well as at the care that had been taken to keep everything neat and clean, so unlike an Indian village.

"We must first pay a tribute to the good judgment displayed in the selection of the reservation, and secondly to the taste that has been exercised in the location of the many agency-buildings, now erected and to be erected, around and on the spot intended and constituting the headquarters of the tribe.

"The Indians arrived too late in the summer on their new reservation to plant any crops for winter use, but we are informed that a majority of the able-bodied men have been laboring, and nearly all the balance have been desirous to be allowed to labor, but for want of implements which they could use were excluded from exercising whatever power and inclination they possessed in that direction. There have been twenty new buildings put up on the reservation, consisting of dwellings, shops, offices, &c., and a steam saw-mill, which is not yet covered, but is working well, and cutting all the lumber that is required at present, and will, no doubt, soon have a stock on hand for future use. There have been about fifty white employes, mechanics and laborers, besides thirty Indian laborers, employed on the farm and about the mill and shops on the reservation, and in making roads and bridges. Many of these employes are hired on the only terms that the agent was authorized or able to offer, i. e., to feed them, and they to rely upon an act of Congress to enable the Indians to realize funds from the sale of their lands in Nebraska, from which these laborers can be paid. And the whole tribe is being now fed and clothed on the same terms, relying on the justice of Congress to re-imburse the parties furnishing supplies.

"Much labor has been performed by Indians in making roads and bridges for many miles across the prairie toward the Osage agency, through which all the supplies have to be wagoned 105 miles at heavy cost.

"A good, substantial ferry-boat has been constructed, by which to cross the Arkansas River, on this road, and the ferry is used solely for the benefit of the tribe; no other travel on the route but that which communicates with the agency. About 200 tons of hay have been cut and put up, and the farmer was still cutting and stacking when we left the agency.

"There were abundant crops of melons and pumpkins raised and consumed, or dried for winter use, during the present fall. There have been about 300 acres of land broken, and 125 acres seeded in wheat. Two ox-teams of three yokes each are employed most of the time in hauling logs to the saw-mill. In cutting and sawing the logs Indians are found to be efficient helpers, as well as in farm labor. Agent Burgess has, under proper authority, purchased twelve wagons and twenty-three head of horses, to enable him to remove the balance of the tribe from Nebraska, and these teams will add very much to the efficient working of the agency, in the erection of the agent's house and industrial school-building. These it is proposed to commence at once, and to use the material which is abundant on the reservation for the purpose; namely, stone, lime, sand, lumber, and shingles; the hardware and glass constituting nearly all the material that will have to be purchased.

"Much more might be written on the great change which appears to have taken place among the Pawnees in the past year, but this report has already been lengthened out beyond our expectations, and we believe it will be better to await results than to anticipate them before the public.

"In conclusion, we think it right to express our appreciation of the services that have been rendered, and continue to be rendered, by Agent William Burgess and wife. It would be impossible for any one to appreciate their difficult position without paying a visit to the Indians of which they have the care. The duties of the agent under any circumstances are so varied that he can hardly hope to fulfill them without incurring more or less censure from those unacquainted with all the surroundings. Agent Burgess's position for the past year has been one of more than ordinary responsibility and labor, requiring unusual discernment as well as executive ability.

"In pursuance of the policy adopted by the Government in the removal of the Pawnees, Agent Burgess was detailed in Eleventhmonth last to explore parts of the Indian Territory, with a view to select a suitable location, which, with the consent of the headmen of the tribe, should be purchased for their future home. This trust was executed after a long and arduous exploration of some five months, to the entire satisfaction of the Indians, and the selection met with the entire approval of the Commissioner of Indian Affairs, and, in our judgment, formed from what we have seen and learned, is hardly equaled in its many advantages by any other settlement of Indians."

It will be apparent that immediate action by Congress is of great importance, both for the purpose of providing payment of the amounts already expended, and for the permanent care of these Indians. Most of the persons employed in the erection of buildings, breaking ground, and for the various purposes required at the new reservation, are in necessitous circumstances, and should be paid at the earliest practicable moment.

At the instance of the Friends, in whose especial care the Pawnees are, a bill was introduced into the last Congress providing for the sale of their reservation in Nebraska, the proceeds to be invested for the benefit of the Indians. Congress was asked to make an appropriation of \$300,000 for immediate use, to be re-imbursed from the proceeds of the sale of the lands.

This reservation comprises three hundred thousand acres, located about a hundred miles west of the Missouri River, and in immediate proximity to the Union Pacific

Railroad ; much of the land is very valuable, and the entire tract, disposed of on favorable terms, ought to realize three-quarters of a million dollars. It seems to us that the passage of a bill similar to that introduced in the last Congress is the proper measure of relief, and should be recommended to Congress for its early action.

B. RUSH ROBERTS,  
F. H. SMITH,  
*Commissioners.*

Hon. CLINTON B. FISK,  
*Chairman Board of Indian Commissioners.*

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*Action of the Board of Indian Commissioners on the above report.*

At a meeting of the Board of Indian Commissioners, held at the Fifth Avenue Hotel, New York, December 16, 1875, the following preamble and resolution were unanimously adopted :

Whereas the Pawnee Indians have voluntarily, with the consent of the President and Secretary of the Interior, left their reservation in Nebraska, and removed to a reservation allotted to them in the Indian Territory, and are now there without adequate means for subsistence or improvements on their new reservation :

*Resolved*, That we recommend to Congress the passage of a law for the sale of their lands in Nebraska, under such restrictions as may be necessary to secure to them a fair market-value for the same, and an appropriation from the Treasury of the United States, to be re-imbursed from the proceeds of said sale, which will be sufficient to enable them to pay the Government for the land on which they have settled, and purchase the agricultural implements, build school-houses, and the necessary agency-buildings, and subsist them until their growing crops can be harvested.

F. H. SMITH, *Secretary.*

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EMOLUMENTS AND FEES OF CUSTOMS OFFICIALS.

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L E T T E R

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

*In compliance with the requirements of section 2639 of the Revised Statutes, a statement of the official emoluments and fees received by customs officers during the fiscal year ending June 30, 1875.*

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JANUARY 18, 1876.—Referred to the Committee on Ways and Means and ordered to be printed.

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TREASURY DEPARTMENT,  
*Washington, D. C., January 12, 1876.*

SIR: I have the honor to transmit herewith a statement of the official emoluments and fees received by customs officers during the fiscal year ending June 30, 1875, prepared in the Office of the Commissioner of Customs, in accordance with the requirements of section 2639 of the Revised Statutes.

Very respectfully,

B. H. BRISTOW,  
*Secretary.*

Hon. M. C. KERR,  
*Speaker House of Representatives.*

*Statement of the official emoluments of officers of the customs for the fiscal*

COLLECTORS, AND SURVEY.

District or post.	Name of officer.	Receipts.			
		Balance due United States July 1, 1874.	Salary.	Fees.	Commissions. Storage.
Aroostook, Me.	Adrian Vandine	\$230 63	\$1,000 00	\$441 90	\$174 96
Bangor, Me.	William P. Wingate			1,432 20	97 80
Do	Ebenezer T. Fox			653 94	22 65
Bath, Me.	Edward S. J. Nealley			2,212 14	219 40
Belfast, Me.	B. M. Roberts			1,147 75	67 66
Frenchman's Bay, Me.	John D. Hopkins		150 00	774 51	55
Kennebunk, Me.	N. K. Sargent			1-5 75	152 70
Do	J. W. Sargent			23 95	360 00
Machias, Me.	S. Longfellow		180 50	1,160 55	53 34
Do	George Leavitt		69 44	627 80	1 14
Passamaquoddy, Me.	Noell B. Nutt		500 00	4,743 74	1,056 27
Castine, Me.	W. H. Sargent		150 00	1,091 32	32 14
Portland and Falmouth, Me.	Israel Washburn, jr.		6,000 00		
Saco, Me.	T. H. Cale		250 00	75 65	
Waldoborough, Me.	James A. Hall		250 00	2,141 49	110 15
Wiscasset, Me.	O. McFadden		200 00	700 91	4 54
York, Me.	E. A. Bragdon		250 00	8 10	90
Portsmouth, N. H.	Alfred F. Howard			839 14	171 04
Vermont	William Wells	20,932 17	1,000 00	22,957 35	17,507 35
Barnstable, Mass.	C. F. Swift			1,364 54	33 23
Boston and Charlestown, Mass.	W. A. Simmons		8,000 00		850 00
Edgartown, Mass.	C. B. Merchant		250 00	758 60	47 69
Fall River, Mass.	James Brady, jr.	274 64	150 00	631 77	1,248 46
Gloucester, Mass.	Fitz J. Babson			3,590 97	128 03
Marblehead, Mass.	Simoon Dodge			275 46	36 04
Nantucket, Mass.	James Cold			17 20	60
Do	William P. Hiller			2 60	
New Bedford, Mass.	J. A. P. Allen			1,368 75	491 48
Newburyport, Mass.	W. H. Huse			363 77	2,312 90
Plymouth, Mass.	T. Loring			129 75	641 54
Salem and Beverly, Mass.	Charles H. Odell			750 04	200 30
Bristol and Warren, R. I.	William E. Taylor			90 30	45 94
Newport, R. I.	Seth W. Macy			629 12	10 84
Providence, R. I.	James Shaw, jr.	100 50		2,509 21	1,908 94
Fairfield, Conn.	J. S. Hanover		250 00	822 73	78 75
Middletown, Conn.	A. Putnam			919 70	229 50
New Haven, Conn.	Cyrus Northrup	3,690 75		1,956 94	6,813 36
New London, Conn.	George T. Marshall	181 69		1,349 26	1,819 61
Stonington, Conn.	George Hubbard		150 00	536 45	7 33
Buffalo Creek, N. Y.	Rodney W. Daniels	1,338 50	1,000 00	10,374 00	13,941 97
Cape Vincent, N. Y.	Sidney Cooper	164 81	1,000 00	1,849 45	1,117 16
Champlain, N. Y.	Jacob Parmerter	1,048 20	1,000 00	6,031 80	5,150 97
Dunkirk, N. Y.	J. P. Kidder		1,000 00	77 55	3 70
Genesee, N. Y.	J. M. Davy	2,410 70		663 90	969 51
Do	D. K. Carter			244 52	343 06
New York, N. Y.	Chester A. Arthur		12,000 00		
Albany, N. Y.	Isaac N. Keeler		423 33	335 45	3,740 34
Do	John C. Whitney		176 67	346 75	646 14
Niagara, N. Y.	T. E. Ellsworth		1,000 00	8,579 60	9,559 55
Oswegatchie, N. Y.	S. P. Remington		1,000 00	3,333 20	5,575 57
Oswego, N. Y.	Ellis Root	19,382 60	1,000 00	5,430 25	17,361 50
Sag Harbor, N. Y.	Wickham S. Havens		40 00	88 60	2,000 00

# EMOLUMENTS AND FEES OF CUSTOMS OFFICIALS.

3

year ending June 30, 1875, required by section 2639, Revised Statutes.

ORS ACTING AS COLLECTORS.

		Expenditures.						Remarks.
Advances.	Balance due officer June 30, 1875.	Balance due officer July 1, 1874.	Deputies and clerks.	Other expenses.	Compensation.	Deposits.	Balance due United States June 30, 1875.	
				\$28 68 8 44	\$1,500 00 1,321 65 676 59 2,500 54 1,368 21 1,285 06 185 75 23 95 1,394 77 698 38		\$308 11	July 1, 1874, to Mar. 6, 1875. Mar. 7 to June 30, 1875.
			\$1,095 00	368 73	3,000 00	\$145 62	1,391 26	July 1, 1874, to Feb. 23, 1875. Mar. 1 to June 30, 1875. July 1, 1874, to Mar. 31, 1875. April 1 to June 30, 1875. Balance due collector, ex- pense of collection \$3,876.06.
					1,273 46 6,000 00 325 65 2,501 64 905 44 239 00 1,010 20 3,029 50			Act June 22, 1874.
			2,000 00	142 01	2,247 77 8,000 00	40,247 51	17,507 25	Balance due collector, ex- penses collection, \$24,235.25. Act June 22, 1874.
				40 00	1,016 29 2,020 23 3,719 30 311 54 18 40 2 60 1,860 23 2,847 76 726 54 1,000 27 90 36 639 96		274 64	Arises from disallowed items.
	\$261 22	\$10 10			3,719 30 311 54 18 40 2 60 1,860 23 2,847 76 726 54 1,000 27 90 36 639 96	1,020 72		July 1, 1874, to Apr. 4, 1875. Apr. 5 to June 30, 1875.
\$1,334 90	3 06		2,500 04	10 50	4,459 95 1,305 48 1,249 26 3,300 00 3,096 25 714 29	406 19		Deposited Oct. 2, 1875. Deposited Nov. 9, 1875.
			2,080 00		2,500 00	3,690 75 181 69	3,690 26 168 81	Due collector on account of expenses of collection of \$13,469.27. Due collector on account of expenses of collection of \$1,995.02. Due collector on account of expenses of collection of \$2,153.47.
			15,017 29	72 71	2,500 00		9,264 55	Due collector on account of expenses of collection of \$13,469.27. Due collector on account of expenses of collection of \$1,995.02. Due collector on account of expenses of collection of \$2,153.47.
					2,500 00	1,077 00	554 42	Due collector on account of expenses of collection of \$1,995.02. Due collector on account of expenses of collection of \$2,153.47.
			6,100 00		2,500 00	3,058 51	1,572 52	Due collector on account of expenses of collection of \$2,153.47.
50				15 31	1,081 27 1,659 70 611 31	3,510 89	223 19	July 1, 1874, to Feb. 23, 1875. Apr. 3 to June 30, 1875. No collector in this district from Mar. 1 to Apr. 2, 1875. Credit balance as above, \$2,403.60. Act June 22, 1874.
			510 00		12,000 00 2,116 67		1,872 45	July 1, 1874, to Mar. 15, 1875. In suit.
			190 00 6,999 96		990 56 2,500 00	79 64	9,559 55	Mar. 16 to June 30, 1875. Balance due collector, expen- ses of collection \$9,585.41.
	563 06		900 00	20 00	2,787 50	5,914 14	31 57	Balance due collector, expen- ses of collection \$31.87.
18 00			10,059 74		4,500 00 428 60	30,632 72		

Statement of the official emoluments of officers of the customs

District or port.	Name of officer.	Receipts.			
		Balance due United States July 1, 1874.	Salary.	Fees.	Commissions.
Bridgetown, N. J.	Joseph H. Elemer		\$250 00	\$320 30	
Burlington, N. J.	W. L. Ashmore		150 00	90 75	
Great Egg Harbor, N. J.	Israel S. Adams		250 00	500 25	\$3 50
Little Egg Harbor, N. J.	Jarvis H. Bartlett		250 00	147 75	1 18
Newark, N. J.	William A. Baldwin		250 00	462 49	79 71
Perth Amboy, N. J.	William R. Coddington		187 50	731 70	30 45
Do.	C. H. Houghton		62 50	249 50	5 61
Philadelphia, Pa.	Seth I. Conley		8,000 00		
Pittsburgh, Pa.	Thomas Steele	\$2,222 93	350 00	1,370 75	1,476 34
Erie, Pa.	James R. Willard		1,000 00	786 70	1,030 44
Delaware, Del.	William D. Nolen		500 00	543 69	358 83
Georgetown, D. C.	C. S. English		500 00	699 18	79 98
Annapolis, Md.	John G. Taylor		250 00	69 35	
Baltimore, Md.	Washington Booth		7,000 00		
Eastern, Md.	Hance Lawson		900 00	818 65	
Do.	T. S. Hodson		300 00	199 30	
Alexandria, Va.	David Turner			489 14	20 89
Norfolk & Portsmouth, Va.	Luther Lee, jr.	515 04		3,139 04	342 14
Cherrystone, Va.	George Toy		500 00	462 25	
Richmond, Va.	Charles S. Mills			1,559 31	462 49
Petersburgh, Va.	Jos. Jergenson			94 10	
Do.	B. S. Burch			468 33	28 34
Tappahannock, Va.	E. M. Sandy		250 00	193 90	
Yorktown, Va.	Thomas E. Milstead		200 00	290 60	
Beaufort, N. C.	Alexander Davis		1,000 00	224 32	7 56
Pamlico, N. C.	Thomas A. Henry		1,000 00	476 50	84 85
Albemarle, N. C.	Charles G. Manning		1,000 00	224 00	16 32
Wilmington, N. C.	J. C. Abbott	255 80	1,000 00	1,772 72	1,273 54
Beaufort, S. C.	George Gage		1,000 00	808 45	1,196 38
Charleston, S. C.	H. G. Worthington	268 62		3,991 55	748 43
Georgetown, S. C.	N. F. Heriott		250 00	179 44	1 56
Brunswick, Ga.	John T. Collins		500 00	1,323 84	318 10
Savannah, Ga.	James Atkins			2,741 04	1,041 97
Saint Mary's Ga.	Jos. Shepard		500 00	263 50	59 42
Mobile, Ala.	R. M. Reynolds		21 10	52 53	30 92
Do.	J. C. Goodloe		228 90	1,375 18	820 85
Selma, Ala.	Wells R. Bill		350 00		
Pearl River, Miss.	Caleb Lindsay		12 91	88 50	1 12
Do.	Frank Heiderhoff		237 09	1,545 01	182 51
Natchez, Miss.	K. W. Fitzhugh		500 00	3 30	
Vicksburgh, Miss.	Augustus Newton, jr.		500 00	36 50	22 77
New Orleans, La.	James F. Casey		7,000 00		
Teche, La.	R. W. Mullen		843 39	424 05	
Do.	E. W. Holbrook		156 58	64 81	
Apalachicola, Fla.	A. J. Murat		500 00	165 50	
Fernandina, Fla.	Henry Hazen		383 21	547 09	36 82
Do.	do			147 73	
Key West, Fla.	Frank N. Wicker		500 00	3,565 55	8,845 89
Pensacola, Fla.	Hiram Potter, jr.		1,000 00	3,157 46	1,096 57
Saint Augustine, Fla.	Andrew J. Goss		500 00	68 95	1 40
Saint John's, Fla.	John R. Scott		500 00	685 75	35 43
Saint Mark's, Fla.	L. Blumenthal		8 34	3 87	
Do.	Herman Levy		190 03	218 14	49
Do.	L. Blumenthal		301 63	474 36	6 40
Brazos de Santiago, Tex.	John L. Haynes	3,114 70	1,500 00	2,999 10	417 10
Corpus Christi, Tex.	N. Plato		750 00	599 30	
Do.	Ridge Paschal		245 80	181 95	236 00
Do.	N. Plato				
Do.	Ridge Paschal		296 70	228 85	288 00

for the fiscal year ending June 30, 1875, &amp;c.—Continued.

Advances.	Balance due officer June 30, 1875.	Expenditures.						Remarks.
		Balance due officer July 1, 1874.	Deputies and clerks.	Other expenses.	Compensation.	Deposits.	Balance due United States June 30, 1875.	
					\$570 30			
					240 75			
					753 81			
					398 93			
					792 20			
				\$6 00	943 63			July 1, 1874, to Mar. 31, 1875.
					317 61			Apr. 1 to June 30, 1875.
					8,000 00			
					3,076 87		\$2,343 15	Apr. 1, 1874, to Mar. 21, 1875.
								Surveyor claims further compensation.
					2,500 00		317 14	Due collector, expenses of collection \$622.93.
					1,802 52			
					1,279 16			
					319 35			
					7,000 00			Act June 22, 1874.
				25 34	900 00	\$793 31		
					300 00		199 30	Balance due collector, expenses of collection \$1,154.55.
					510 03			
					3,000 00	729 91	267 31	Balance due collector, expenses of collection, \$706.17.
					969 25			
					2,026 80			July 1 to August 31, 1874.
						94 10		Sept. 1, 1874, to June 30, 1875.
					496 67			
					443 90			
					490 60			
					1,231 88			
					1,561 35			
					1,250 32			
					2,500 00		1,802 06	Balance due collector, expenses of collection, \$1,694.84.
					3,000 00		4 83	
\$12,263 10			\$12,263 10		5,508 00		1,008 60	Due collector, expenses of collection, \$3,200.40.
					431 00			
14,167 04			13,063 04		2,141 94		204 00	Apr. 1, 1874, to Mar. 31, 1875, disputed item.
					822 92			
783 40			783 40		228 55			July 1 to 31, 1874.
7,410 30			7,410 30		3,540 93			Aug. 1, 1874, to June 30, 1875.
					350 00			
					103 33			July 1 to 19, 1874.
405 00			405 00		1,964 61			July 20, 1874, to June 20, 1875.
					503 30			
					559 27			
					7,000 00			Act June 22, 1874.
					1,227 44			July 1, 1874, to May 4, 1875.
					221 39			May 5, to June 30, 1875.
					665 50			
					967 15			July 1, 1874, to April 6, 1875.
						147 73		April 7 to June 30, 1875.
1,091 60			6,836 30		3,394 00	1,091 60	3,074 64	Balance due collector, expenses of collection, \$5,232.
3,762 23			5,201 10		3,000 00	815 16		
					570 35			
					1,221 18			
					12 21			July 1 to 6, 1874.
					408 66			July 7 to Nov. 23, 1874.
13,605 71			14,709 30	183 33	789 39			Nov. 24, 1874, to June 30, 1875.
					2,917 16	548 66	3,278 22	Arises from disputed items.
					1,250 00		99 30	July 1 to Dec. 31, 1874.
					645 70		19 05	Jan. 1 to Feb. 22, 1875. Deposited.
								Mar. 1 to Apr. 19, 1875. No return.
					782 50		31 05	Apr. 20 to June 30, 1875. Deposited.

## Statement of the official emoluments of officers of the customs

District or post.	Name of officer.	Receipts.				
		Balance due United States July 1, 1874.	Salary.	Fees.	Commission.	Storage.
Saluria, Tex .....	Cheney R. Prouty .....		\$1,500 00	\$878 99		\$275 00
Galveston, Tex .....	Nathan Patten .....		623 60	1,244 24		831 50
Do .....	B. G. Shields .....		876 40	1,859 74		1,168 50
Paso del Norte, Tex .....	Colbert Coldwell .....		2,000 00			
Wheeling, W. Va. ....	W. R. Halliday .....		350 00	768 52	\$21 78	
Parkersburgh, W. Va. ....	W. M. Evans .....		350 00			
Louisville, Ky .....	James P. Luse .....		350 00	669 95	2,902 21	720 00
Paducah, Ky .....	John E. Woodward .....		262 50	97 10		
Nashville, Tenn .....	Adam Woolf .....		350 00	925 10	123 07	
Memphis, Tenn. ....	Wm. J. Smith .....	\$136 84	350 00	146 00	1,005 03	1,200 00
Saint Louis, Mo .....	E. W. Fox .....	23,838 11	8 56	52 40	711 90	
Do .....	J. F. Long .....		341 44	2,020 80	39,667 46	1,622 00
Saint Joseph, Mo .....	J. B. Hawley .....		350 00	6 90		
Kansas City, Mo .....	J. E. Marsh .....		350 00			
Cuyahoga, Ohio .....	P. G. Watnough .....	10,010 29	1,000 00	4,515 60	4,035 70	
Miami, Ohio .....	P. S. Slevin .....	3,167 02	402 13	1,429 80	699 99	14 25
Do .....	J. W. Fuller .....		597 83	768 25	306 84	14 25
Sandusky, Ohio .....	J. G. Pool .....		1,000 00	3,127 90	70 00	
Cincinnati, Ohio .....	R. H. Stephenson .....		350 00	1,831 20	5,538 51	850 00
New Albany, Ind. ....	Jacob Anthony .....		262 50		45 79	
Evansville, Ind. ....	P. Hornbrook .....		350 00	516 00	16 84	850 00
Detroit, Mich. ....	George Jerome .....	1 24	663 90	8,302 10	4,272 61	729 00
Do .....	D. V. Bell .....		336 10	4,993 35	2,574 04	366 00
Huron, Mich .....	J. P. Sanborn .....	1,976 82	1,000 00	7,821 35	2,270 57	
Superior, Mich .....	J. H. Chandler .....	32 96	1,000 00	2,741 00	156 95	
Michigan, Mich .....	H. C. Akeley .....		1,000 00	7,221 15	132 87	
Chicago, Ill. ....	N. B. Judd .....		1,000 00	14,758 33	43,783 21	2,000 00
Alton, Ill. ....	W. T. Miller .....		350 00	8 20		
Galeua, Ill. ....	Daniel Wann .....		350 00	88 70		
Quincy, Ill. ....	E. B. Hamilton .....		350 00	51 10		
Cairo, Ill. ....	George Fisher .....		800 00	101 00	696 90	
Burlington, Iowa .....	John C. Abercrombie .....		350 00	23 65	15 11	
Keokuk, Iowa .....	Samuel M. Clark .....		350 00			
Dubuque, Iowa .....	Deloss E. Lyon .....		350 00	91 85		
Milwaukee, Wis .....	George C. Stevens .....		1,000 00	4,659 85	2,263 65	
La Crosse, Wis. ....	I. H. Montton .....		1,200 00			
Minnesota .....	J. C. Stoeber .....		832 42	739 22	197 05	
Do .....	J. Frankenfield .....		167 58	394 41	50 16	
Du Luth, Minn .....	Henry Selby .....	17 06	1,000 00	1,447 50	304 43	552 00
San Francisco, Cal .....	T. B. Shannen .....		7,000 00			
San Diego Cal. ....	W. J. McCormick .....	229 25	1,173 92	57 65		
Do .....	W. W. Bowers .....		1,826 08			
Oregon .....	W. D. Hare .....		3,000 00			
Willamette, Oreg. ....	H. W. Scott .....	969 60	1,000 00	1,201 05	7,245 89	1,050 00
Southern Oregon .....	David Bushey .....		290 76	25 45		
Do .....	David L. Watson .....		709 24	15 15		
Puget Sound, Wash .....	Silucius Garfield .....	412 77	84 20	204 75	24 29	
Do .....	Henry A. Webster .....		915 80	3,208 29	362 91	
Omaha, Nebr .....	W. W. Copeland .....		350 00	22 20	32 63	
Montana and Idaho .....	T. A. Cummings .....		1,000 00		112 04	
Alaska .....	M. P. Berry .....		2,500 00	806 20		
Total .....		96,814 56	127,609 11	212,964 54	236,556 70	24,230 00

# EMOLUMENTS AND FEES OF CUSTOMS OFFICIALS.

7

for the fiscal year ending June 30, 1875, &c.—Continued.

Advances.	Expenditures.						Remarks.
	Balance due officer June 30, 1875.	Balance due officer July 1, 1874.	Deputies and clerks.	Other expenses.	Compensation.	Deposits.	
\$5,576 48			\$5,576 48		\$3,633 99		
10,340 97			10,340 97		1,870 90	\$228 44	July 1 to Nov. 30, 1874.
					2,629 10	1,275 54	Dec. 1, 1874, to June 30, 1875.
					2,000 00		
					1,140 30		
					350 00		
					3,720 00	\$922 16	No return of fees.
					359 66		Due surveyor, expenses of collection, \$1,700.01.
					698 17		Discontinued Mar. 31, 1875.
					2,701 03	136 84	Deposited.
					73 37	173 12	July 1 to 9, 1874. Due surveyor, expenses collection, \$24,637.50.
			20,228 90		4,755 74	12,733 06	July 10, 1874, to June 30, 1875.
							Due surveyor, expenses collection, \$18,417.81.
		\$90 90			356 90		
					350 00		
			2,228 92	\$38 56	2,500 00	14,854 72	Due collector, expenses of collection, \$12,766.26.
					1,019 69	4,678 37	July 1 to Nov. 25, 1874. Deposited.
					1,508 81	178 36	Nov. 26, 1874, to June 30, 1875.
	195 34	41 89	1,200 00		2,500 00	580 65	
1,050 92	224 15	224 15	8,354 65	35 85	4,230 13		July 1, 1874, to Mar. 31, 1875.
					308 29		No return of fees.
					1,739 84		
			9,495 20	42 71	2,388 70	2,042 24	July 1, 1874, to Feb. 28, 1875.
1,231 50			4,751 44	41 07	1,206 30	3,490 18	Mar. 1 to June 30, 1875. Suspensions.
				561 72	2,500 00	9,174 58	\$70.94 deposited. Due collector, expenses collection, \$1,126.42.
					2,500 00	1,030 91	Collector requested to deposit.
					2,500 00	5,854 02	
			33,279 88	110 46	4,500 00	23,631 20	
					358 20		
					438 70		
					401 10		
					1,598 50		
					388 76		
					350 00		
			3,300 00		441 83		
					2,500 00	2,123 50	Deposited, Sept. 30, 1875, \$1,268.63; due him on other accounts, \$1,065.94.
					1,200 00		
					1,788 69		July 1, 1874, to Apr. 30, 1875.
	2 27				418 96	195 46	May 1 to June 30, 1875.
					3,352 00	268 99	Deposited Dec. 9, 1875.
					7,000 00		Oct. 22 to June, 1874.
				87 50	1,173 92	122 85	July 1 to Nov. 21, 1874.
					1,820 00		Nov. 22, 1874, to June 30, 1875.
					3,000 00		
					4,050 00	5,768 49	Balance due collector, expenses collection, \$575.97.
					316 21		
					724 35		July 1 to Oct. 15, 1874.
					10 00	463 31	Oct. 16, 1874, to June 30, 1875.
				301 36	2,747 30	1,021 88	July 1 to Aug. 7, 1874.
					404 83		Aug. 8, 1874, to June 30, 1875.
					1,112 04		
					3,306 20		
73,023 65	634 84	859 40	207,769 27	2,175 06	283,256 34	155,024 45	123,769 77



Statement of the official emoluments of officers of the customs

SURVE

District or port.	Name of officer.	Receipts.				
		Balance due United States July 1, 1874.	Salary.	Fees.	Commissions.	Storage.
Passamaquoddy, Me.....	J. M. Livermore.....		\$500 00	\$1,241 98		
Portland, Me.....	George W. True.....		150 00	4,553 24		
Gloucester, Mass.....	B. H. Smith.....		125 00	464 40		
Newburyport, Mass.....	H. Stoeve.....		125 00	239 89		
Salem, Mass.....	Charles D. Howard.....		200 00	124 24		
Boston and Charlestown, Mass.....	A. B. Underwood.....		5,000 00			
New York, N. Y.....	George H. Sharpe.....		8,000 00			
Troy, N. Y.....	E. Hahn.....	\$67 70	250 00	348 00		
Patchogue, N. Y.....	E. T. Moore.....			184 10		
Port Jefferson, N. Y.....	Frank P. Norton.....			700 00		
Greenport, N. Y.....	William Z. King.....			252 39		
Philadelphia, Pa.....	E. O. M. Goodrich.....		5,000 00			
Baltimore, Md.....	Charles Gilpin.....	713 56		4,479 59		
Fredericksburgh, Va.....	Charles Williams.....		250 00			
Savannah, Ga.....	David Porter.....		150 00	1,400 10		
New Orleans, La.....	J. M. G. Parker.....	3,006 14		2,732 73		
Do.....	J. M. Wells.....			264 93		
Velasco, Tex.....	J. M. Brougham.....		1,000 00			
La Vaoca, Tex.....	W. S. Chichester.....		600 00			
Michigan City, Ind.....	Thomas Jernigan.....		350 00			
San Francisco, Cal.....	Giles H. Gray.....		5,000 00			
Total.....		3,787 40	26,700 00	16,978 59		

## NAVAL

Boston and Charlestown, Mass.....	Walter Harriman.....		\$5,000 00			
New York, N. Y.....	Addison H. Laffin.....		8,000 00			
Philadelphia, Pa.....	John A. Hiestand.....		5,000 00			
Baltimore, Md.....	Adam E. King.....	\$11 00		\$8,044 21		
New Orleans, La.....	Charles Dillingham.....			5,517 53		
San Francisco, Cal.....	Edwin G. Waite.....		5,000 00			
Total.....		11 00	23,000 00	13,561 74		

TREASURY DEPARTMENT,  
OFFICE OF COMMISSIONER OF CUSTOMS, December 7, 1875.

for the fiscal year ending June 30, 1875, &c.—Continued.

YORS.

		Expenditures.						Remarks.
Advances.	Balance due officer June 30, 1875.	Balance due officer July 1, 1874.	Deputies and clerks.	Other expenses.	Compensation.	Deposits.	Balance due United States June 30, 1875.	
\$2,500 00	\$20 01	\$17 01	\$2,500 00	\$77 00	\$1,664 98			
					4,500 00	\$206 24		July 1 to Dec. 31, 1874. Dis-
					589 40			continued Dec. 31, 1874.
					364 89			Do.
					324 24			Act June 22, 1874.
					5,000 00			Do.
					8,000 00			Disputed.
				2 40	181 70		\$665 70	
					700 00			
					252 39			
					5,000 00			Act June 22, 1874.
9,824 90			9,810 90		4,472 59	686 15	41 41	
					250 00			
1,706 40			1,706 40		1,550 10			July 1, 1874, to May 11, 1875,
16,403 50			14,365 94		2,732 73		5,043 70	\$447.14 deposited, \$2,335.95
								in dispute.
2,600 00			1,762 60		264 93		837 40	May 12 to June 30, 1875.
								\$365.54 in dispute.
					1,000 00			
					600 00			
					350 00			
					5,000 00			Act June 22, 1874.
33,034 80	20 01	17 01	30,145 84	79 40	42,797 95	892 39	6,668 21	

OFFICERS.

				5,000 00		
				8,000 00		
				5,000 00		
21,070 34		21,064 50	\$11 00	5,000 00	3,044 21	\$5 84
20,872 30		21,209 87		5,000 00	179 96	
				5,000 00		
41,942 64		42,274 37	11 00	33,000 00	3,224 17	5 84

H. C. JOHNSON,  
Commissioner of Customs.

H. Ex. 82—2



SEAL-FISHERIES IN ALASKA.

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LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

*In response to resolution of the House of Representatives, information relating to the seal-fisheries in Alaska.*

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JANUARY 20, 1876.—Referred to the Committee on Ways and Means and ordered to be printed.

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TREASURY DEPARTMENT,  
January 17, 1876.

SIR: I have the honor to acknowledge the receipt of a copy of a resolution, adopted on the 14th ultimo, directing the Secretary of the Treasury "to furnish to the House of Representatives such information as he possesses touching the management of the Alaska seal-fisheries by the Alaska Commercial Company of San Francisco, Cal., from the date of its lease from the United States to the present time."

In response to said resolution I have the honor to transmit herewith—

1. A schedule or list of all documents or papers on file in the office of the Secretary of the Treasury relating to the Territory of Alaska from and including August 3, 1870, the date of the lease mentioned in the resolution, to and including January 17, 1876.

2. Copies of all documents and papers mentioned or referred to in said list containing, or which appear to contain, the information desired. These copies include all reports received by the Department from its agents, relative to Alaska, between the respective dates above mentioned.

The copies thus furnished are numbered in chronological order, and the accompanying list is numbered to correspond, in order that it may readily be perceived what papers are and what are not transmitted. Those which are thus withheld relate to matters of routine, and do not appear to come within the scope of the resolution. The descriptive list will, however, enable the House or its committee to make a further call for such papers, or any of them, should it seem desirable to do so.

Some of the information called for by said resolution has been heretofore printed, and may be found in the following-described Executive Documents, viz:

H. R. Executive Document No. 108, Forty-first Congress, third session;

H. R. Executive Document No. 122, Forty-first Congress, third session;  
H. R. Executive Document No. 20, Forty-second Congress, second session;

Senate Executive Document No. 12, Forty-fourth Congress, first session—

copies of which are herewith also transmitted with references, by number, to such of the reports therein printed as appear upon the schedule or list above mentioned.

It may be proper in this connection to refer to the fact that the report of General O. O. Howard, on affairs in Alaska, is printed at length in said Senate Document No. 12, as a report from the War Department, and a copy thereof having been transmitted by the Secretary of War to this Department for its information, in October last, it appears on said descriptive list as a part of its files. To this report was annexed a pamphlet entitled "A history of the wrongs of Alaska," purporting to have been printed by order of an association styled the "Anti-Monopoly Association of the Pacific Coast," and signed "Chas. Legee, secretary," which, having been printed as aforesaid, is formally transmitted herewith, and is here referred to only for the purpose of stating that this Department has no knowledge or information concerning the said association, its secretary, or officers, if any such exist, which enables it to judge to what extent, if any, the allegations contained in said pamphlet are entitled to consideration or credence, other than is contained in the report of J. S. Moore, a copy of which is transmitted herewith. A printed copy of an elaborate report on the condition of affairs in Alaska, made in November, 1874, by H. W. Elliott, then a special agent of this Department, is herewith submitted. This is understood to embrace all the information contained in a similar report, by the same officer, in 1873, printed in folio, with illustrations, but of which only one copy is on the files of the Department.

I have the honor to be, sir, your obedient servant,

B. H. BRISTOW,  
*Secretary of the Treasury.*

Hon. M. C. KERR,  
*Speaker of the House of Representatives.*

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A COMPLETE LIST OF PAPERS ON FILE IN THE OFFICE OF THE SECRETARY OF THE TREASURY, IN THE ALASKA BUSINESS, SINCE THE DATE OF THE LEASE TO THE ALASKA COMMERCIAL COMPANY, AUGUST 3, 1870, TO THE PRESENT DATE.

[Entries marked with numbers are accompanied by copies of the documents.]

1870.

1. Lease from the United States to the Alaska Commercial Company, dated August 3, 1870.

Letter of Assistant United States Treasurer, dated August 3, 1870, to the Acting Secretary of the Treasury, relative to bonds (\$55,000) of the Alaska Commercial Company.

2. Letter of N. L. Jeffries, attorney, dated August 3, 1870, to the Acting Secretary of the Treasury, relative to the delivery by the collector of customs, San Francisco, of certain seal-skins to Messrs. Hutchinson, Kohl & Co., and Williams, Havens & Co.

Letter of collector of customs, San Francisco, dated August 3, 1870, to the Secretary of the Treasury, relative to disposal of skins.

Telegram of Acting Secretary of Treasury, dated August 4, 1870, to the collector of customs, authorizing him to deliver skins to Hutchinson, Kohl & Co., and Williams, Havens & Co.

3. Letter of president of the Alaska Commercial Company, dated August 4, 1870, to the Acting Secretary of the Treasury, relative to killing seals for year 1870.

4. Letter of N. L. Jeffries, dated August 6, 1870, to the Acting Secretary of the Treasury, relative to Alaska Commercial Company sending vessel to Alaska.

5. Letter of Acting Secretary of Treasury, dated August 8, 1870, to the collector of customs, San Francisco, authorized to allow Alaska Commercial Company to send vessels to Alaska.

6. Letter of J. W. McCockle, attorney for L. Goldstone, of San Francisco, dated August 9, 1870, to the Secretary of the Treasury, protesting against awarding lease to Alaska Commercial Company.

7. Letter of Messrs. Hutchinson, Kohl & Co., dated August 16, 1870, to N. L. Jeffries, attorney, relative to sending fire-arms to Alaska.

Letter of Acting Secretary of Treasury, dated August 17, 1870, to the collector of customs, New York, authorized to receive tax on skins.

8. Letter of N. L. Jeffries, attorney, dated August 17, 1870, to the Acting Secretary of the Treasury, relative to paying tax on seal-skins.

9. Letter of Hutchinson, Kohl & Co., dated August 19, 1870, to N. L. Jeffries, attorney, relative to seizure of fox-skins.

10. Letter of Acting Secretary of Treasury, dated August 22, 1870, to collector of customs, Sitka, relative to importation of distilled spirits into Alaska.

11. Letter of N. L. Jeffries, attorney, dated August 24, 1870, to the Acting Secretary of the Treasury, requesting permission to land fire-arms in Alaska.

12. Rules of the Alaska Commercial Company, dated August 30, 1870.

13. Telegram of Acting Secretary of the Treasury, dated September 9, 1870, to the collector at San Francisco; permission granted Alaska Commercial Company to take arms, &c., to islands of Saint Paul and Saint George.

14. Letter of N. L. Jeffries, attorney, Washington, D. C., dated September 9, 1870, to the Secretary of the Treasury, relative to shipment of arms to islands of Saint Paul and Saint George.

15. Executive order, dated September 9, 1870, modifying Executive order of February 4, 1870.

16. Circular of Acting Secretary of Treasury, dated September 10, 1870, to officers of the customs, publishing Executive order relative to use of arms in Alaska.

Telegram of Acting Secretary of Treasury, dated September 12, 1870, to collector of customs, San Francisco, authorizing surrender of skins to Hutchinson, Kohl & Co.

Telegram of Acting Secretary of Treasury, dated September 12, 1870, to Hutchinson, Kohl & Co., advising them of above.

Letter of Acting Secretary of Treasury, dated September 12, 1870, to Messrs. Hutchinson, Kohl & Co., inclosing copy of telegram to collector of customs, San Francisco.

17. Letter of Acting Secretary of Treasury, dated September 13, 1870, to collectors, San Francisco, Sitka, Port Townsend, and Portland, Ore-

gon, inclosing regulations relative to importation of fire-arms into Alaska.

18. Letter of N. L. Jeffries, attorney, dated September 17, 1870, to Acting Secretary of Treasury, relative to publication of award of lease.

19. Letter of Acting Secretary of Treasury to collector, San Francisco, dated September 19, 1870, directing publication of award of lease.

Letter of collector of customs, San Francisco, dated September 19, 1870, to Secretary of Treasury, inclosing affidavit of Captain Briggs.

Letter of collector of customs, San Francisco, dated September 20, 1870, to Secretary of Treasury, transmitting affidavit of officers and crew of Mauna Loa.

20. Letter of collector of customs, San Francisco, dated September 27, 1870, to Secretary of Treasury, relative to seal-skins on the Cyane.

21. Telegram of Secretary of Treasury, dated September 30, 1870, to collector of customs, San Francisco, authorizing him to retain possession of 11,500 skins.

Letter of collector of customs, San Francisco, dated October 1, 1870, to Secretary of the Treasury, relative to 226 casks skins shipped to New York.

22. Letter of collector of customs, San Francisco, dated September 30, 1870, to the Secretary of the Treasury, inclosing copy of published notice of lease, &c.

Letter of Secretary of Treasury, dated October 1, 1870, to Coast-Survey Office, requesting information relative to Jones' Island, Alaska.

Telegram of collector of customs, San Francisco, dated October 1, 1870, to collector of customs, New York, requesting him to retain possession of skins.

Telegram of Secretary of Treasury, dated October 3, 1870, to collector of customs, New York, authorized to retain possession of skins.

Letter of Secretary of Treasury, dated October 3, 1870, to collector of customs San Francisco, authorizing detention of "Mauna Loa."

Telegram of Secretary of Treasury, dated October 3, 1870, to collector of customs San Francisco, authoring detention of Mauna Loa.

Joint telegram of Special Agent McLean and collector of customs, San Francisco, dated October 4, 1870, to Secretary of Treasury, relative to skins imported by Mauna Loa and John Bright.

Letter of Coast-Survey Office, dated October 4, 1870, to Secretary of the Treasury, inclosing chart of Jones' Island.

Letter of collector of customs, San Francisco, dated October 5, 1870, to Secretary of Treasury, inclosing statement of Captain John Reed and others, relative to fur-skins.

Letter of Secretary of Treasury, dated October 6, 1870, to Coast-Survey Office, requesting further information relative to Jones' Island.

23. Letter of collector of customs, Sitka, dated October 6, 1870, to the Secretary of the Treasury, relative to the introduction of liquors into Alaska.

Letter of Special Agent McLean, dated October 10, 1870, to the Secretary of the Treasury, concerning the importation of skins.

24. Letter of Secretary of Treasury, dated October 12, 1870, to collector of customs, San Francisco, inclosing letter addressed to collector of customs, Sitka, relative to killing seals in Alaska.

25. Letter of Secretary of Treasury, dated October 12, 1870, to collector of customs, Sitka, relative to killing seals in Alaska.

Letter of collector of customs, New York, dated October 13, 1870, to Secretary of the Treasury, relative to furs received from San Francisco.

Telegram of Secretary of Treasury, dated October 14, 1870, to collector of customs, New York, relative to 226 casks of furs.

Letter of Secretary of Treasury, dated October 15, 1870, relative to 226 casks of furs; addressed to collector, New York.

Telegram of collector of customs, New York, dated October 15, 1870, to Secretary of Treasury, relative to 226 casks of skins.

Telegrams of Scholb Brothers, New York, dated October 17, 1870, to Secretary of the Treasury, relative to exportation of skins.

Letter of Secretary of Treasury, dated October 17, 1870, to Scholb Brothers, New York, relative to shipment of skins.

26. Affidavit of S. N. Buynitzky, dated October 19, 1870, relative to seal-skins.

27. Letter of Special Agent Bryant, dated October 19, 1870, to Secretary of Treasury, recommending appointment of S. Falconer, &c.

Telegram of collector of customs, San Francisco, dated October 20, 1870, to Secretary of Treasury, relative to skins of C. J. Jansen.

Telegram of Secretary of Treasury, dated October 21, 1870, to collector of customs, San Francisco, relative to skins of C. J. Jansen.

Letter of Secretary of State, dated October 22, 1870, to Secretary of the Treasury, inclosing letter from Russian minister relative to furs.

Telegram of Secretary of Treasury, dated October 25, 1870, to the collector, San Francisco, relative to 6,000 seal-skins.

Letter of Hutchinson, Kohl & Co., dated October 25, 1870, to the Secretary of the Treasury, relative to seal-skins detained at New York.

Telegram of collector of customs, San Francisco, dated October 26, 1870, to Secretary of Treasury, relative to 5,070 skins consigned to James Tinker, New York.

Letter of collector of customs, San Francisco, dated October 27, 1870, to Secretary of Treasury, relative to fur-seal skins imported by Ann Eliza, inclosing statement of R. H. Waterman; affidavits of G. Webster, M. V. Beverage, and C. J. Jansen; letters of Russian consul and J. M. Mass; certificates of C. P. Dudley, and F. H. Craig.

Letter of the Secretary of the Treasury, dated October 28, 1870, to H. M. Hutchinson, relative to release of skins claimed by Russian minister.

Letter of collector of customs, San Francisco, dated October 29, 1870, to Secretary of Treasury, relative to 5,070 skins, per the Eustace, and inclosing letter of Russian consul.

28. Letter of Secretary of Treasury, dated November 1, 1870, to Special Agent Bryant, relative to disposition of skins preserved by natives.

Telegram of Secretary of Treasury, dated November 4, 1870, to collector of customs, San Francisco, relative to delivery of furs.

Letter of Secretary of Treasury, dated November 4, 1870, to collector of customs, New York, relative to detention of furs of Messrs. Hutchinson, Kohl & Co.

Letter of Russian minister, dated November 6, 1870, to Secretary of Treasury, relative to 226 casks of furs.

Letter of collector of customs, San Francisco, dated November 7, 1870, to Secretary of Treasury, relative to furs imported by the Czareritch.

Letter of collector of customs, New York, dated November 9, 1870, to Secretary of Treasury, relative to detention of 30 cases furs.

Letter of Secretary of War, dated November 10, 1870, to the Attorney-General, relative to the introduction of distilled spirits into Alaska.



Letter of collector of customs, San Francisco, dated November 11, 1870, to Secretary of the Treasury, relative to the importation of seal-skins, per the John Bright and Mauna Loa; and inclosing statement of R. H. Waterman, and affidavits of A. Kurtz and L. Gerstte.

Letter of Hutchinson, Kohl & Co., dated November 12, 1870, to the collector of customs, San Francisco, relative to skins by Constantine.

Letter of collector of customs, San Francisco, dated November 12, 1870, to Secretary of Treasury, relative to skins per J. W. Seaver.

Letter of collector of customs, San Francisco, dated November 12, 1870, to Secretary of the Treasury, relative to skins per Constantine.

Letter of Webster & Craig, New York, dated November 15, 1870, to the collector of customs, New York, relative to detention of skins of Scholb Brothers, New York.

Letter of collector of customs, New York, dated November 16, 1870, to Secretary of the Treasury, relative to furs from San Francisco, under bond.

29. Letter of Secretary of Treasury, dated November 18, 1870, to the Secretary of State, transmitting copy of letter of Russian minister.

Letter of Assistant Secretary of the Treasury, dated November 18, 1870, to N. L. Jeffries, requesting him, or Mr. Hutchinson, to call at the Department.

Letter of Secretary of the Treasury, dated November 18, 1870, to the Russian minister; detention of skins at New York.

Telegram of deputy collector of customs, New York, dated November 18, 1870, to H. B. James, Treasury Department, relative to 226 casks of furs.

Telegram of Secretary of Treasury, dated November 21, 1870, to the collector of customs, New York, relative to 226 casks furs.

Telegram of Secretary of Treasury, dated November 23, 1870, to the collector of customs at San Francisco, authorizing delivery of skins per John Bright.

Letter of N. L. Jeffries, dated November 23, 1870, to collector of customs, San Francisco, requesting delivery of skins per John Bright.

Telegram of Secretary of Treasury, dated November 26, 1870, to the collector of customs, San Francisco, authorizing delivery of skins per J. W. Seaver.

Letter of Secretary of Treasury, dated November 28, 1870, to the collector of customs, San Francisco, relative to skins per the J. W. Seaver.

Letter of N. L. Jeffries, dated November 30, 1870, to the Secretary of the Treasury, relative to delivery of skins.

30. Report of S. N. Buynitzky, dated December 30, 1870, relative to the seal-fisheries at islands of Saint Paul and Saint George.

Letter of collector of customs, Sitka, dated December 31, 1870, to the Secretary of the Treasury, relative to the landing of ale and porter on steamer California.

1871.

Letter of Secretary of Treasury, dated January 5, 1871, to the collector of customs, San Francisco, authorizing delivery of 5,862 skins to Alaska Commercial Company.

Letter of collector of customs, Sitka, dated January 3, 1871, to Secretary of Treasury, report of condition of business.

Letter of Secretary of Treasury, dated January 7, 1871, to the collector of customs, San Francisco, relative to shipment of intoxicating liquors to Alaska.

Letter from Hon. George W. Julian, M. C., dated February 4, 1871, to Secretary of the Treasury, requesting certain papers.

Letters of Secretary of the Treasury, dated February 7 and 8, 1871, to Speaker of House of Representatives, transmitting certain Alaska papers.

31. Letter of Secretary of Treasury, dated February 9, 1871, to president of Alaska Commercial Company, requesting copy of list of officers of company, &c.

32. Letter of Secretary of Treasury, dated February 10, 1871, to collector of customs, Sitka, instructions as to the dispositions of wines, &c.

33. Letter of president of Alaska Commercial Company, dated February 17, 1871, to Secretary of Treasury, inclosing list of officers and stockholders of company.

Letter of collector of customs, Sitka, dated February 23, 1871, to the Secretary of the Treasury, referring to his report of October 6, 1870.

Letter of president of Alaska Commercial Company, relative to steamer Alexander sailing for Alaska; letter dated March 13, 1871.

Letter of Professor L. Agassiz, dated March 14, 1871, to the Secretary of the Treasury, relative to sending alcohol to Captain Bryant for preservation of animals.

Letter of Secretary of Treasury, dated March 20, 1871, to the President of the United States, requesting modification of Executive order of February 4, 1870, relative to introduction of spirits into Alaska.

34. Executive order, dated March 21, 1871, modifying Executive order of February 4, 1870.

Letter of Secretary of Treasury, dated March 25, 1871, to Professor L. Agassiz, authorizing shipment of alcohol to Alaska.

Letter of Secretary of Treasury, dated March 25, 1871, to collectors of customs, San Francisco and Sitka, transmitting copy of Executive order of March 21, 1871.

35. Letter of H. M. Hutchinson, dated April 17, 1871, to Secretary of the Treasury, requesting reduction of rent for islands of Saint Paul and Saint George for 1870.

36. Letter of Secretary of Treasury, dated May 5, 1871, to the president of Alaska Commercial Company, allowing company to deposit rent with assistant treasurer at San Francisco.

37. Letter of N. L. Jeffries, dated May 6, 1871, to Secretary of Treasury, relative to taxes due the Government from the Alaska Commercial Company.

Certificate of Special Agent Bryant, dated May 13, 1871, relative to shipment of skins by Alaska Commercial Company per steamer Alexander.

38. Report of Special Agent Falconer, dated May 14, 1871, to Special Agent Bryant, relative to condition of business at Saint George Island.

39. Report of Special Agent Bryant, dated May 19, 1871, to Secretary of Treasury, relative to the condition of the seal islands.

40. Letter of president of Alaska Commercial Company, dated June 13, 1871, to Secretary of the Treasury, relative to the reduction of rent of islands of Saint George and Saint Paul for 1871.

41. Letter of Secretary of Treasury, dated June 28, 1871, to S. N. Buynitzky, instructed to proceed to Alaska.

42. Letter of Acting Secretary of Treasury, dated June 30, 1871, to S. N. Buynitzky, transmitting copy of lease of Alaska Commercial Company.

Letter of David Shipps, dated San Francisco, July 7, 1871, to Secre-

tary, complaining of action of collector of customs, Sitka, relative to delivery of wines, &c.

Letter of Secretary of State, dated July 11, 1871, to the Secretary of the Treasury, transmitting letter from Russian minister, relative to appointment of curators on Saint George and Saint Paul Islands.

43. Letter of Secretary of Treasury, dated July 14, 1871, to president of Alaska Commercial Company, relative to reduction of rent of islands of Saint Paul and Saint George for 1871.

44. Letter of Special Agent Bryant, dated July 15, 1871, to Secretary of the Treasury, informing Department of the arrival of the Cyane.

Letter of Secretary of Treasury, dated July 19, 1871, to Secretary of State, informing him that curators will be allowed on islands of Saint Paul and Saint George.

Letter of Secretary of Treasury, dated July 19, 1871, to collector of customs, Sitka, authorized to allow two curators to reside on Saint George and Saint Paul Islands.

Letter of Secretary of Treasury, dated July 20, 1871, to collector of customs, Sitka, relative to establishment of a brewery at Sitka.

Letter of Secretary of Treasury, dated July 20, 1871, to David Shirsper, San Francisco, relative to the importation of wines, &c., into Alaska.

Letter of collector of customs, San Francisco, dated July 25, 1871, to Secretary of the Treasury, inclosing letter from Lyon & Co., relative to ale shipped by them to Alaska.

45. Report of Special Agent Falconer, dated August 3, 1871, to Special Agent Bryant, relative to condition of affairs at island of Saint George.

Letter of Secretary of the Treasury, dated August 4, 1871, to collector of customs, Sitka, approving his action in refusing landing of ale.

Letter of Secretary of the Treasury, dated August 4, 1871, to the collector of customs, San Francisco, inclosing letter to the collector at Sitka.

Letter of E. B. Jerome, (custom-house San Francisco,) dated August 8, 1871, to F. A. Crawford, Dayton, Ohio, relative to skins detained at San Francisco.

46. Letter of S. N. Buynitzky, dated August 10, 1871, to Secretary of the Treasury, report of seal-killing on island of Saint George.

47. Certificate of Special Agent Falconer, dated August 5, 1871, relative to shipment of skins by the Alaska Commercial Company.

48. Certificates of Special Agent Bryant, dated August 11, 1871, relative to shipment of skins by the Alaska Commercial Company.

49. Letter of Special Agent Bryant, dated August 1, 1871, to Special Agent Falconer, relative to the seal-fishery at Saint George Island.

Letter of collector of customs, Sitka, dated September 23, 1871, to the Secretary of the Treasury, returning letter of Messrs. Lyon & Co.

50. Letter of collector of customs, Sitka, dated September 23, 1871, to the Secretary of the Treasury, relative to landing of liquors and the manufacture of beer at Alaska.

51. Letter [copy] of Messrs. Hutchinson, Kohl & Co., relative to rental of buildings at Port Yukon.

Letter of Theodore Hatterm, dated Sitka, October 23, 1871, to the Secretary of the Treasury, relative to the delivery of ale, &c.

52. Report of Special Agent Charles Bryant, dated November 10, 1871, to Secretary of the Treasury, relative to the seal-fisheries.

Letter of Secretary of Treasury, dated November 24, 1871, to Special Agent Bryant, Fair Haven, Mass., requesting him to report at Department.

53. Letter of the Secretary of the Treasury, dated November 29, 1871, to Hutchinson, Kohl & Co., declining to give them permit to occupy buildings.

Letter of Secretary of the Treasury, dated December 2, 1871, to the collector of customs, San Francisco, relative to 21 seal-skins forwarded from Kodiak to San Francisco, by F. A. Crawford.

Letter of collector of customs, Sitka, dated December 11, 1871, to Secretary of the Treasury, relative to stealing alcohol from warehouse.

54. Letter of Assistant Secretary of the Treasury, dated December 12, 1871, to Special Agent Bryant, relative to seal-skins taken on islands of Saint Paul and Saint George in 1870.

55. Letter of Special Agent Bryant, dated December 16, 1871, to the Secretary of the Treasury, relative to seal-skins taken on the islands of Saint Paul and Saint George, in 1870.

1872.

56. Letter of Hutchinson, Kohl & Co., dated January 23, 1871, to the Secretary of the Treasury, offering \$100 rent for buildings at Fort Yukon, Alaska.

57. Letter of Secretary of the Treasury, dated January 25, 1872, to chairman Committee on Commerce, House of Representatives, transmitting draught of bill, relative to management of seal-fisheries in Alaska.

58. Letter of Secretary of Treasury, dated January 25, 1872, to Hutchinson, Kohl & Co., relative to rental of buildings.

59. Letter of Secretary of Treasury, dated January 31, 1872, to Solicitor of Treasury, inclosing papers, and requesting opinion as to reduction of rent of buildings.

Letter of Nicholas Korigin, missionary priest of Russian Church, San Francisco, dated January 31, 1872, requesting permission to ship wine to Alaska.

Letter of chairman Senate Committee on Commerce, dated February 8, 1872, petition for enactment of a law for protection of walrus in the Arctic Sea.

60. Letter of Secretary of Treasury, dated February 13, 1872, to Special Agent Bryant, inclosing above petition for report.

61. Letter of Solicitor of Treasury, dated February 13, 1872, to the Secretary of the Treasury, relative to the reduction of rent on islands in Alaska.

Letter of chairman Committee on Commerce, inclosing bill for protection of fur-bearing animals in Alaska, dated February 15, 1872.

62. Letter of Secretary of Treasury, dated February 15, 1872, to the President of Alaska Commercial Company, declining to lessen the amount of rent for islands of Saint Paul and Saint George.

63. Letter of Secretary of Treasury, dated February 20, 1872, to the Senate chairman Committee on Commerce, relative to bill for the protection of fur-bearing animals in Alaska.

64. Letter of Special Agent Bryant, dated February 20, 1872, to the Secretary of the Treasury, relative to law for the protection of the walrus in the Arctic Sea.

Letter of Secretary of the Treasury, dated February 21, 1872, to the Solicitor of the Treasury, relative to robbery of warehouse by A. Vasseriss.

65. Letter of Secretary of Treasury, dated February 21, 1872, to N. L. Jeffries, transmitting opinion of Solicitor of Treasury, relative to reduction of rent.

Letter of Secretary of Treasury, dated February 26, 1872, to the Senate chairman Committee on Commerce, transmitting report of Special Agent Bryant, relative to law protecting walrus.

Letter of Assistant Secretary of Treasury, dated February 27, 1872, to Special Agent Bryant, informing him that steamer "Alexandria" sails for Alaska, April 1, 1872.

66. Letter of Secretary of Treasury, dated February 28, 1872, to the President of the United States, inclosing draught of order modifying Executive order of February 4, 1870, relative to shipment of wines to Alaska.

67. Executive order, dated February 29, 1872, modifying Executive order of February 4, 1870.

68. Letter of N. L. Jeffries, dated February 29, 1872, to the Solicitor of the Treasury, relative to fur-seals to be killed under lease of Alaska Commercial Company.

Letter of Secretary of Treasury, dated March 2, 1872, to the collector of customs, San Francisco, authorizing him to allow Captain Bryant to take alcohol to Alaska.

Letter of Secretary of Treasury, dated March 2, 1872, to Special Agent Bryant, authorizing him to forward seal-skins to San Francisco.

Letter of Secretary of Treasury, dated March 2, 1872, to the collector of customs, San Francisco, informing him that Captain Bryant will send him skins.

Letter of Secretary of Treasury, dated March 2, 1872, to the collector of customs, San Francisco, authorizing him to allow wines to go to Alaska.

69. Letter of Assistant Secretary of Treasury, dated March 2, 1872, to the collector of customs, Sitka, transmitting copies of Executive order of February 29, 1872.

Letter of Assistant Secretary of Treasury, dated March 2, 1872, to Nicholas Karrigin, San Francisco, referred to the collector of customs, San Francisco, for information relative to shipment of wines to Alaska.

70. Letter of Secretary of Treasury, dated March 13, 1872, to Special Agent Bryant, authorizing him to purchase materials not exceeding \$4,000.

71. Letter of Secretary of Treasury, dated March 13, 1872, to Special Agent Bryant, relative to shipment of materials for Alaska.

Letter of Secretary of the Treasury, dated March 13, 1872, to Special Agent Bryant, authorizing him to import animals into Alaska.

Letter of Secretary of the Treasury, dated March 13, 1872, to collector of customs, San Francisco, authorizing sale of tea to be forwarded by Special Agent Bryant.

Letter of Secretary of Treasury, dated March 14, 1872, to collector of customs, Sitka, authorizing him to allow F. Hatterm to reship ale, &c., to San Francisco.

Letter of Secretary of Treasury, March 15, 1872, to collector, San Francisco, giving Captain Bryant authority to take alcohol to Alaska. See General Howard's report.

Letter of Henry H. Sage, dated Buffalo, N. Y., March 16, 1872, to the President of the United States, inclosing extract from Alaska Herald, (referred from White House.)

72. Letter of collector of customs, San Francisco, dated March 25, 1872, relative to seal-fisheries at Saint Paul and Saint George Islands.

Letter of Solicitor of Treasury, March 27, 1872, to Secretary of Treasury, relative to proceedings against A. Vasseriss.

Telegram of Special Agent Bryant, March 27, 1872, to the Secretary of the Treasury, requesting permission to ship whisky to Alaska.

Telegram of Secretary of Treasury, dated March 28, 1872, to collector of customs, San Francisco, authorizing him to allow Special Agent Bryant to ship liquors to Alaska.

Letter of Secretary of Treasury, March 30, 1872, to collector, Sitka, authorizing him not to take proceedings against A. Vasseriss.

Letter of president of Alaska Commercial Company, April 8, 1872, to Secretary of Treasury, inclosing certificate of deposit for \$55,000 rent.

Letter of collector of customs, Sitka, April 9, 1872, to the Secretary of Treasury, reporting shipment of ale to Port Townsend, Wash.

Letter of collector of customs, Sitka, April 11, 1872, to the Secretary of Treasury, requesting instructions relative to A. Vasseriss.

73. Letter of Solicitor of Treasury, April 15, 1872, to the Secretary of the Treasury, relative to application of the Alaska Commercial Co., for reduction of rent.

Letter of Secretary of Treasury, April 18, 1872, to the president of Alaska Commercial Company, acknowledging receipt of \$55,000.

74. Letter of Secretary of Treasury, April 18, 1872, to the president of Alaska Commercial Company, relative to reduction of rent for 1871.

75. Letter of president Alaska Commercial Company, April 1, 1872, to the agents of the company, inclosing copy of regulations, &c.

76. Letter of Secretary of Treasury, April 19, 1872, to collector San Francisco, relative to sending a cutter to Unmak Pass.

77. Letter of president of Alaska Commercial Company, April 26, 1872, to Secretary of Treasury, relative to rent for Seal Islands.

78. Letter of N. L. Jeffries, May 4, 1872, to Secretary of Treasury, requesting that excess of rental be forwarded to president of Alaska Commercial Company, at San Francisco.

Letter of Secretary of Treasury, May 6, 1872, to Treasurer of United States, authorizing issuance of draft for \$22,019.25 to president of Alaska Commercial Company.

Letter of Special Agent Bryant, May 9, 1872, to Secretary of Treasury, relative to 3,541 skins shipped per Alexander, and consigned to collector San Francisco.

Letter of Treasurer of United States, May 9, 1872, to Secretary of Treasury, inclosing transfer-check on assistant treasurer San Francisco for \$22,019.25 for Alaska Commercial Company; also certificate of deposit by said company for \$5,480.75 on account of rental.

Letter of Secretary of Treasury, May 9, 1872, to president Alaska Commercial Company, transmitting draft for \$22,019.25.

79. Certificate of Special Agent Bryant, May 9, 1872, relative to shipment of skins.

80. Letter of president of Alaska Commercial Company, May 21, 1872, to Secretary of Treasury, acknowledging receipt of draft for \$22,019.25.

Telegram of deputy collector of customs, San Francisco, May 24, 1872, to Secretary of Treasury, reporting arrival of seal-skins.

Telegram of Secretary of Treasury, May 27, 1872, to the collector San Francisco, authorized to send skins to New York.

81. Letter of president of Alaska Commercial Company, May 28, 1872, to Secretary of Treasury, submitting certificate of deposit for \$102,837, tax on seal-skins.

Telegram of deputy collector of customs, San Francisco, June 1, 1872, to Secretary of Treasury, relative to packing seal-skins.

Telegram of Secretary of Treasury, June 3, 1872, to the collector of customs San Francisco, authorized to have skins properly packed.

Letter of collector of customs, Sitka, June 8, 1872, to the Secretary of Treasury, reporting condition of affairs in district.

Letter of collector of customs, San Francisco, June 10, 1872, to Secretary of Treasury, relative to sale of tea.

Account-current of collector of customs, San Francisco, June 11, 1872, to Secretary of Treasury, relative to expenses of resalting and repacking 3,541 skins.

Letter of collector, San Francisco, June 11, 1872, to Secretary of Treasury, relative to skins sent by Captain Bryant.

Letter of collector of customs, San Francisco, June 15, 1872, to Secretary of Treasury, requesting remittance of \$6,000 to pay vouchers of Captain Bryant.

82. Letter of N. L. Jeffries, June 17, 1872, to Secretary of Treasury, relative to ownership of buildings in Alaska, on application to Hutchinson, Kohl & Co.

83. Letter of Secretary of Treasury, June 19, 1872, to Solicitor of Treasury, requesting opinion relative to the ownership of buildings in Alaska.

Letter of Secretary of Treasury, June 20, 1872, to collector, San Francisco, approving bills for expenses on skins.

Letter of Secretary of Treasury, June 26, 1872, to collector of customs, San Francisco, advised of remittance of \$6,000.

Letter of collector of customs, New York, June 28, 1872, to Secretary of Treasury, relative to 37 casks of skins arrived from San Francisco.

Letter of Secretary of Treasury, July 2, 1872, to collector of customs, New York, relative to 37 casks of seal-skins from San Francisco.

Letter of collector of customs, New York, dated July 17, 1872, to the Secretary of the Treasury, relative to the value of fur-skins from San Francisco.

Letter of collector of customs, New York, July 18, 1872, to the Secretary of the Treasury, relative to 37 casks of skins from San Francisco.

Letter of Secretary of Treasury, July 20, 1872, to collector of customs, New York, relative to advertising skins for sale.

Letter of Secretary of Treasury, July 22, 1872, to collector of customs, New York, relative to sale of skins.

Advertisement for sale of skins at New York.

Bid of Messrs. George C. Treadwell & Co., New York, \$7.25 per skin.

Bid of Williams, Haven & Co., New London, \$8.50 per skin.

Bid of E. S. Mawson, Philadelphia, \$7.30 per skin.

Bid of George King, New York, \$7 per skin.

Bid of L. J. Phillips & Co., New York, \$7.12½ per skin.

Letter of Martin Bates, jr., & Co., New York, August 14, 1872, to the Secretary of the Treasury, relative to sale of seal-skins.

Letter of collector of customs, New York, August 14, 1872, to Secretary of Treasury, relative to proposals for skins.

84. Report of Samuel Falconer, August 15, 1872, to Special Agent Bryant, relative to affairs at Saint George Island.

Telegram of Acting Secretary of Treasury, August 19, 1872, to Messrs. Williams, Havens & Co., New London, August 19, 1872, informing them of acceptance of bid for skins.

Letter of Secretary of Treasury, August 19, 1872, to collector of customs, New York, informing him of acceptance of bid of Messrs. Williams, Havens & Co. for skins.

Letter of Acting Secretary of Treasury, August 19, 1872, to Messrs. E. Goddard, A. L. Sturtevant, and S. I. Kimball, of the Treasury Department, appointing them a committee to open sealed proposals for skins.

- Report (August 19, 1872) of board appointed to open sealed proposals for skins. Recommend acceptance of bid of Williams, Havens & Co.
- Telegram of collector of customs, New York, August 19, 1872, to the Secretary of Treasury, requesting decision on bid for seal-skins.
- Telegram of Geo. C. Treadwell & Co., New York, August 19, 1872, to the Secretary of the Treasury, withdrawing offer for skins.
- Letter of Geo. C. Treadwell & Co., New York, August 19, 1872, to the Secretary of the Treasury, relative to withdrawal of bid.
- Letter of Samuel Milletich, dated Sitka, August 20, 1872, to the Secretary of the Treasury, relative to receiving liquors for certain purposes.
5. Certificate of Special Agent Bryant, August 20, 1872, relative to shipment of 21,000 skins to San Francisco.
- Telegram of Williams, Havens & Co., August 20, 1872, to the Secretary of the Treasury, relative to counting and receiving skins.
- Letter of E. S. Mawson, Philadelphia, August 20, 1872, to Secretary of the Treasury, requesting to be furnished with bids for skins.
- Letter of Acting Secretary of Treasury, August 21, 1872, to E. S. Mawson, Philadelphia, giving list of bids for skins.
- Telegram of E. S. Mawson, Philadelphia, August 22, 1872, to the Secretary of the Treasury, acknowledging receipt of letter.
- Letter of Secretary of Treasury, dated Groton, Mass., August 24, 1872, to the Acting Secretary of the Treasury, requesting account-current of seal-skin sale.
- Letter of Acting Secretary of Treasury, August 26, 1872, to the New York Daily Times, transmitting check for \$25.60 for publishing notice of sale of skins.
6. Certificate of Special Agent Samuel Falconer, August 27, 1872, relative to shipment of 8,877 skins.
- Letter of Acting Secretary of Treasury, August 28, 1872, to collector of customs, New York, authorizing him to send account of expenses of sale of furs.
7. Report of Special Agent Bryant, September 5, 1872, to the Secretary of the Treasury, on the affairs of the Seal Islands.
8. Certificate (in duplicate) of Captain Bryant, September 9, 1872, relative to shipment of 49,551 skins.
- Letter of collector of customs, New York, September 9, 1872, to the Secretary of the Treasury, account of sale and expenses of 37 casks of furs.
- Letter of Acting Secretary of Treasury, September 12, 1872, to collector of customs, Sitka, denying application of Samuel Milletich, relative to importation of wines into Alaska.
- Account of expenses connected with resalting, packing, hauling, storing, &c., of 37 casks of seal-skins.
- Letter of collector of customs, Sitka, October 17, 1872, to the Secretary of the Treasury, reporting his visits to different parts of the district, &c.
9. Letter of president of Alaska Commercial Company, dated November 4, 1872, to Secretary of Treasury, inclosing certificate of Special Agent Bryant as to compliance with their lease; also inclosing certificate of deposit for \$252,181.12.
10. Letter of Secretary of Treasury, December 2, 1872, to collector of customs, San Francisco, verification of number of seal-skins.
11. Letter of Solicitor of Treasury, December 4, 1872, to the Secretary of the Treasury, relative to application of Messrs. Hutchinson, Kohl & Co. as to ownership of buildings in Alaska.
12. Letter of collector of customs, San Francisco, dated December 12,



1872, to the Secretary of the Treasury, reporting as to number of seal-skins brought into port, &c.

Letter of Secretary of Treasury, December 23, 1872, to the collector of customs, Sitka, relative to the prevention of smuggling in his district.

1873.

Letter of collector of customs, Sitka, May 20, 1873, to the Secretary of the Treasury, reporting importation of bitters, and asking for instructions.

93. Report of Samuel Falconer, assistant special agent, May 27, 1873, as regards fur-seals on Saint George Island.

Letter of H. T. Whitford, dated Sitka, May 27, 1873, to the Secretary of the Treasury, relative to seizure of scarlet cloth.

Letter of collector of customs, Sitka, June 10, 1873, to the Secretary of the Treasury, relative to importation of goods of Indians; inclosing letter of Major J. Stewart, United States Army.

Letter of collector of customs, Sitka, June 16, 1873, to the Secretary of the Treasury, relative to officers of the United States Army receiving supplies of liquors.

94. Certificate of Captain Bryant, June 2, 1873, as to shipment of 3,906 seal-skins.

Letter of president of Alaska Commercial Company, June 30, 1873, to Secretary of the Treasury, relative to six months' interest on bonds.

Letter of Secretary of Treasury, July 2, 1873, to collector of customs, Sitka, relative to detention of Hostetter's bitters.

Letter of Secretary of Treasury, July 2, 1873, to collector of customs, Sitka, relative to importation of blankets.

95. Certificate of Special Agent Bryant, dated July 14, 1873, as to shipment of 32,076 skins.

96. Letter of N. L. Jeffries, July 21, 1873, to Secretary of Treasury, relative to buildings of Hutchinson, Kohl & Co.

Letter of Secretary of Treasury, July 25, 1873, to collector of customs, Sitka, relative to officers of the Army keeping whisky.

Letter of Secretary of Treasury, July 25, 1873, to the president of Alaska Commercial Company, transmitting draft for \$1,650.

Letter of Secretary of Treasury, July 25, 1873, to United States Treasurer, calling for draft for interest on bonds of Alaska Commercial Company.

97. Report of Samuel Falconer, August 1, 1873, on fur-seals in Saint George Island.

Letter of president of Alaska Commercial Company, August 2, 1873, to Secretary of Treasury, acknowledging receipt of interest, \$1,650.

Certificate of Special Agent Bryant, August 20, 1873, as to the shipment of 21,000 skins.

Letter of Secretary of Treasury, August 15, 1873, to the Attorney-General, requesting opinion as to ownership of buildings in Alaska.

Letter of collector of customs, Sitka, September 15, 1873, to the Secretary of Treasury, relative to the introduction of alcohol for drug purposes.

Letter of collector of customs, Sitka, September 19, 1873, to the Secretary of Treasury, relative to instructions in regard to the introduction of liquor into Alaska.

Letter of Attorney-General, September 27, 1873, to the Secretary of the Treasury, giving opinion relative to the title of certain buildings in Alaska, adverse to the claim of Messrs. Hutchinson, Kohl & Co.

98. Report of Special Agent Bryant, September 30, 1873, to the Secretary of the Treasury, relative to fur-seals and fur-islands.

99. Special report of Special Agent Henry W. Elliott, dated October 1873, on the Seal Islands.

Letter of Secretary of the Treasury, October 13, 1873, to the President of the United States, inclosing for approval a communication relative to the introduction of liquor into Alaska.

Letter of Secretary of Treasury, October 13, 1873, to collector of customs, Sitka, authorizing the withdrawal of alcohol for medical purposes.

100. Letter of Secretary of Treasury, October 14, 1873, to Secretary of War, relative to jurisdiction over Territory of Alaska.

Letter of Secretary of War, October 22, 1873, to Secretary of Treasury, asking for copies of certain papers, relative to prohibiting the introduction of liquor into Alaska.

Letter of collector of customs, Sitka, October 28, 1873, to Secretary of Treasury, recommending the establishment of a bonded warehouse at Victoria.

Letter of Secretary of Treasury, October 29, 1873, to Secretary of War, transmitting certain papers.

Letter of collector of customs, Portland, Oreg., October 30, 1873, to Secretary of Treasury, relative to shipment of liquor to Alaska.

Letter of Secretary of Treasury, November 13, 1873, to Secretary of War, transmitting letter of collector of customs, Portland, Oreg., relative to importation of liquors into Alaska.

Letter of Secretary of War, November 18, 1873, to Secretary of Treasury, relative to introduction of liquors into Alaska. States that Alaska is an Indian country.

Letter of collector of customs, San Francisco, November 19, 1873, to Secretary of Treasury, transmitting inspector's return of cargo of seal-skins per Cyane, and certificate of deposit of the Alaska Commercial Company for \$14,366.50.

Letter of Secretary of Treasury, November 20, 1873, to collector of customs, Port Townsend, San Francisco, Astoria, and Empire City, Oreg., relative to the admission of spirituous liquors into Alaska.

Letter of Secretary of Treasury, November 20, 1873, to collector of customs, Sitka, relative to the introduction of liquors into Alaska.

Letter of Secretary of Treasury, November 20, 1873, to collector of customs, Portland, Oreg., relative to the introduction of liquors into Alaska.

Letter of Secretary of Treasury, November 21, 1873, to the Secretary of War, relative to the introduction of liquors into Alaska, under control of the War Department.

Letter of Secretary of Treasury, November 22, 1873, to collector of customs, Sitka, refusing application for establishment of a bonded warehouse.

Letter of Adjutant-General U. S. A., November 22, 1873, to the commanding-general of the Military Division of the Pacific, relative to the introduction of liquors into Alaska.

101. Report of Special Agent Charles Bryant, December 4, 1873, to the Secretary of the Treasury, relative to the affairs at the Seal Islands.

#### 1874.

Letter of collector of customs, Sitka, January 3, 1874, to Secretary of Treasury, asking for instructions relative to the introduction of liquors into Alaska.

102. Letter of H. M. Hutchinson, for Alaska Commercial Company, to the Secretary of the Treasury, January 15, 1874, relative to seal-oil.

103. Letter of Secretary of Treasury, January 19, 1874, to the Solicitor of Treasury, relative to tax on seal-oil.

Letter of Secretary of War, February 13, 1874, to the Secretary of Treasury, relative to the introduction of liquors into Alaska.

104. Letter of Solicitor of Treasury, February 4, 1874, to the Secretary of the Treasury, relative to the tax on seal-oil.

105. Report of Special Agent Charles Bryant, February 15, 1874, to the Secretary of Treasury, relative to seal-oil.

106. Letter of Secretary of Treasury, February 16, 1874, to H. M. Hutchinson, of Alaska Commercial Company, relative to the taking of seal-oil.

Letter of Secretary of Treasury, February 26, 1874, to the Secretary of War, relative to the introduction of distilled spirits into Alaska.

Letter of Secretary of Treasury, March 5, 1874, to the collector of customs, Sitka, relative to the introduction of spirits into Alaska.

Letter of Assistant Secretary of Treasury, March 10, 1874, to N. L. Jeffries, transmitting twelve copies of lease of the Seal Islands.

107. Letter of Secretary of Treasury, March 13, 1874, to H. M. Hutchinson, relative to tax on seal-oil.

108. Letter of Secretary of Treasury, March 13, 1874, to Special Agent Bryant, relative to the amount collected of the Alaska Commercial Company for seal-oil.

109. Letter of Special Agent Bryant, March 18, 1874, to the Secretary of the Treasury, relative to seal-oil.

Letter of Secretary of Treasury, March 18, 1874, to Special Agent Bryant, forwarding two gauging-rods.

110. Letter of Secretary of Treasury, March 20, 1874, to H. M. Hutchinson, relative to taking seal-oil.

111. Letter of Secretary of Treasury, March 20, 1874, to Special Agent Bryant, relative to taking seal-oil by the Alaska Commercial Company.

112. Letter of H. M. Hutchinson, March 21, 1874, to the Secretary of the Treasury, relative to modification of tax on seal-oil.

Letter of acting chief clerk Treasury Department, May 24, 1874, to private secretary of President of United States, relative to approval of bill relative to the killing of seals in Alaska.

113. Letter of Secretary of Treasury, March 24, 1874, to H. M. Hutchinson, relative to tax on seal-oil.

114. Letter of Secretary of Treasury, March 25, 1874, to the collector of customs, San Francisco, transmitting agreement with the Alaska Commercial Company, relative to killing seals.

115. Letter of Secretary of Treasury, March 26, 1874, to Special Agent Bryant, relative to taking seals by the Alaska Commercial Company.

Telegram of Special Agent Bryant, April 11, 1874, to the Secretary of the Treasury, relative to seals taken on the islands of Saint George and Saint Paul.

Telegram of Secretary of Treasury, April 3, 1874, to Special Agent Bryant, relative to instructions forwarded on the 25th of March, 1874.

Telegram of collector of customs, San Francisco, April 15, 1874, to Secretary of Treasury, instructions relative to the Seal Islands received.

116. Letter of collector of customs, San Francisco, April 16, 1874, to Secretary of Treasury, relative to killing of seals.

Letter of Commissioner of Customs, April 25, 1874, to the Secretary of the Treasury, calling attention to a balance of \$29,529.17 in the hands of the collector of customs, New York, on account of seal-skins.

- Letter of Assistant Secretary of Treasury, April 27, 1874, to collector customs, New York, for report relative to balance of \$29,529.17.
- Letter of collector of customs, New York, April 28, 1874, to the Secretary of the Treasury, relative to balance of \$29,529.17.
- Letter of Secretary of Treasury, April 30, 1874, to the Commissioner Customs, inclosing vouchers, &c., in regard to sale of skins.
- Letter of Secretary of Treasury, April 30, 1874, to the collector of customs, New York, authorizing him to deposit \$29,529.17 to the credit United States Treasurer.
17. Letter of Acting Secretary of Treasury, May 4, 1874, to Special Agent H. W. Elliott, relative to visiting Alaska.
18. Letter of Secretary of Treasury, May 7, 1874, to the Secretary of Navy, relative to Lieutenant Maynard accompanying Mr. Elliott to Alaska.
19. Letter of Secretary of Treasury, May 7, 1874, to Special Agent H. W. Elliott, authorized to afford facilities to Mr. Elliott and Lieutenant Maynard.
20. Letter of Secretary of Treasury, May 7, 1874, to H. M. Hutchinson, relative to examination of books and papers of company by Mr. Hutchinson.
21. Letter of H. M. Hutchinson, May 8, 1874, to the Secretary of the Treasury, relative to the examination of the business of the Alaska Commercial Company.
22. Letter of Secretary of Treasury, May 9, 1874, to H. M. Hutchinson, relative to contract between Secretary of Treasury and the Alaska Commercial Company.
23. Letter of Secretary of Navy, May 11, 1874, to Secretary of Treasury, inclosing copy of instructions to Lieutenant Maynard.
24. Letter of H. M. Hutchinson, May 11, 1874, to the Secretary of Treasury, relative to forwarding notification regarding the killing of seals to the Alaska Commercial Company.
- Certificate of Samuel Falconer, July 12, 1874, as to the shipment of 50 skins.
- Certificate of Special Agent Bryant, May 14, 1874, as to the shipment of 56 skins.
- Certificate of Special Agent Bryant, May 14, 1874, as to shipment of 56 skins.
- General Order of War Department, May 16, 1874, relative to the importation of liquor into Alaska.
- Letter of chief clerk War Department, June 3, 1874, to Secretary of Treasury, inclosing 50 copies of General Order 40.
- Letter of Assistant Secretary of Treasury, June 6, 1874, to collectors, San Francisco; Portland, Oreg.; Astoria, Empire City, Port Townsend, and Sitka, inclosing copies of Order of War Department No. 40.
- Letter of collector of customs, San Francisco, June 11, 1874, to Secretary of Treasury, transmitting inspector's return of seal-skins per General Order No. 40 and certificate of deposit.
- General Order No. 57 of War Department, June 15, 1874, amending General Order No. 40.
- Letter of Secretary of War, June 18, 1874, to Secretary of Treasury, inclosing 50 copies of General Order No. 57.
- Letter of Secretary of Treasury, June 19, 1874, to the Secretary of War, relative to application of O. P. Fish, of the Signal Service, taking rations of alcohol to Alaska.
- Letter of Secretary of Treasury, June 20, 1874, to collector San Francisco, relative to two lots of seal-skins.

Letter of Acting Secretary of Treasury, June 20, 1874, to collectors, San Francisco; Portland, Oreg.; Port Townsend, Astoria, Empire City, and Sitka, transmitting copies of General Order of War Department No. 57.

Letter of vice-president Alaska Commercial Company, June 20, 1874, to Secretary of Treasury, calling for interest on deposited bonds.

125. Letter of H. M. Hutchinson, June 20, 1874, to Secretary of Treasury, inclosing papers relative to examination of affairs of Alaska Commercial Company.

Letter of Secretary of Treasury, June 30, 1874, to the United States Treasurer, for interest-draft due the Alaska Commercial Company.

Letter of Secretary of Treasury, July 2, 1874, to the vice-president of Alaska Commercial Company, inclosing coin-draft for \$1,650.

Letter of United States Treasurer, July 2, 1874, to Secretary of Treasury, inclosing check for \$1,650.

Letter of collector of customs, San Francisco, July 6, 1874, to Secretary of Treasury, relative to skins per Cyane.

Letter of chief clerk War Department, July 8, 1874, to the Secretary of the Treasury, relative to landing 5 gallons of alcohol in Alaska by C. P. Fish, United States Signal Service.

Letter of Acting Secretary of Treasury, July 9, 1874, to collector of customs, Sitka, relative to application of W. K. Lear to establish a warehouse in Alaska.

Letter of Acting Secretary of Treasury, July 9, 1874, to the collector of customs, San Francisco, allowing shipment of alcohol to Alaska by C. P. Fish.

Petition of citizens of Alaska, July 10, 1874, addressed to collector of customs, Sitka, relative to port of Wrangel.

126. Certificate of Special Agent Bryant, July 10, 1874, relative to 40,000 seal-skins.

Letter of Alaska Commercial Company, July 13, 1874, to the Secretary of Treasury, acknowledging receipt of \$1,650.

Letter of Secretary of Treasury, August 12, 1874, to Secretary of State, transmitting petition of citizens of Wrangel.

127. Certificate of Special Agent Bryant, relative to shipment of skins to San Francisco.

Letter of Secretary of State, August 17, 1874, to the Secretary of the Treasury, relative to a custom-house at Wrangel.

Letter of Secretary of Treasury, August 29, 1874, to the collector of customs, Wrangel, relative to port of entry on the Stikine River.

(See 126.) Affidavit of B. G. McIntyre, agent of Alaska Commercial Company, dated September 10, 1874, relative to the illegal killing of seals in Alaska.

Telegram of Secretary of Treasury, September 12, 1874, to collectors of customs at Sitka, and Portland, Oreg., authorizing them to expend \$250 in visiting Kodiack, Alaska.

Letter of Secretary of State, October 1, 1874, to the Secretary of the Treasury, relative to regulations for collecting customs at Stikine River, Alaska.

Letter of Secretary of Treasury, October 6, 1874, to collector of customs, Sitka, relative to commerce on Stikine River.

Letter of Secretary of Treasury, October 26, 1874, to collector of customs, San Francisco, transmitting seal for custom-house at Wrangel, Alaska.

Letter of Secretary of Treasury, October 26, 1874, to collector of cus-

ns, Sitka, advising him of transmission of an official seal for Wrangel, Alaska.

28. Letter of collector of customs, San Francisco, November 16, 1874, the Secretary of the Treasury, transmitting certificate of deposit for \$1,822, tax on skins.

Letter of president of Alaska Commercial Company, dated December 1874, to Secretary of Treasury, applying for interest on deposited bonds.

29. (See 110½.) Letter of Secretary of Treasury, November 30, 1874, the First Comptroller of Treasury, transmitting agreement with Alaska Commercial Company, for files of office.

## 1875.

Letter of Secretary of Treasury, January 12, 1875, to the Alaska Commercial Company, transmitting draft for \$1,650, interest on deposited bonds.

30. Report of Assistant Special Agent W. J. McIntyre, March 15, 1875, relative to killing seals.

Letter of Secretary of Treasury, April 21, 1875, to George Marston, New York, N. Y., authorizing him to report to Captain Bryant, Alaska, on duty.

Letter of Secretary of Treasury, April 21, 1875, to Special Agent Charles Bryant, inclosing appointment of George Marston as assistant agent of Treasury Department.

31. Report of Special Agent Bryant, May 12, 1875, on the Seal Islands, with copies of two certificates of seal-skins shipped to San Francisco.

32. Report of William J. McIntyre, May 20, 1875, on the Seal Islands.

33. Letter of Special Agent Bryant, May 26, 1875, to the Secretary of the Treasury, relative to killing seals.

34. Report of Special Agent Bryant, May 28, 1875, on the Seal Islands.

Letter of Alaska Commercial Company, June 18, 1875, to the Secretary of the Treasury, applying for interest on bonds.

35. Letter of Secretary of War, June 23, 1875, to the Secretary of the Treasury, relative to selling of rifles, &c., in Sitka, by the Alaska Commercial Company.

Circular of Treasury Department, July 3, 1875, to collectors of customs, relative to the importation of fire-arms into Alaska.

Letter of Acting Secretary of Treasury, July 3, 1875, to United States Treasurer, calling for coin draft for \$1,650 for Alaska Commercial Company.

Letter of Secretary of Treasury, July 8, 1875, to the secretary of the Alaska Commercial Company, inclosing draft for \$1,650, interest on bonds.

36. Certificate of Special Agent Bryant, July 8, 1875, as to the shipment of 39,036 seal-skins.

Letter of Secretary of Treasury, July 10, 1875, inclosing to the Secretary of War a circular of the Treasury Department relative to the importation of arms into Alaska.

Letter of Assistant Secretary of the Treasury, July 10, 1875, to collectors, San Francisco, New York, and Sitka, inclosing copy of above circular.

Letter of the Alaska Commercial Company, July 16, 1875, to the Secretary of the Treasury, acknowledging receipt of interest on bonds.

Letter of Acting Secretary of Treasury, July 17, 1875, to Special Agent W. J. McIntyre, inclosing certain papers called for.

137. General Orders, No. 72, of the War Department, July 20, 1875, promulgating circular of the Treasury Department, relative to the importation of arms into Alaska.

138. Certificate of Special Agent Bryant, August 7, 1875, as to shipment of seal-skins.

Letter of collector of customs, Sitka, August 31, 1875, to the Secretary of the Treasury, relative to the introduction of breech-loading arms into Alaska.

Letter of collector of customs, San Francisco, September 21, 1875, to the Secretary of the Treasury, transmitting inspector's return of cargo of furs.

Letter of Special Agent Bryant, October 9, 1875, to the Secretary of the Treasury, relative to delay in making his report.

139. Letter of Secretary of War, October 16, 1875, to the Secretary of Treasury, inclosing report of General O. O. Howard on Alaska.

Letter of Secretary of Treasury, October 22, 1875, to the Secretary of War, acknowledging receipt of report of General O. O. Howard.

140. Report of Special Agent Chas. Bryant, October 11, 1875, to the Secretary of the Treasury, relative to the condition of the Seal Islands. Inclosing report of Samuel Falconer.

Letter of Secretary of Treasury, October 13, 1875, to Secretary of War, inclosing copy of letter from collector, Sitka.

Letter of Secretary of War, October 18, 1875, to the Secretary of the Treasury, relative to the importation of arms into Alaska.

Letter of Secretary of the Treasury, October 29, 1875, to the collector of customs, San Francisco, inclosing letter from military officer at Sitka for report.

Letter of collector of customs, San Francisco, November 10, 1875, to Secretary of Treasury, transmitting inspector's return of cargo of Cyane.

141. Letter of collector of customs, San Francisco, December 8, 1875, to the Secretary of the Treasury, relative to the alleged unlawful shipment of arms and liquors into Alaska by the Alaska Commercial Company.

Letter of president of Alaska Commercial Company, dated December 14, 1875, to the Secretary of the Treasury, calling for interest on bonds.

Letter of the Secretary of the Treasury, December 30, 1875, to the United States Treasurer, calling for draft for \$1,650, interest on bonds of Alaska Commercial Company.

## 1876.

Letter of Assistant Secretary of Treasury, January 3, 1876, to the president of the Alaska Commercial Company, inclosing draft for \$1,650, interest on bonds.

142. Report (printed) of Special Agent H. W. Elliott, dated November 16, 1874, made to the Secretary of the Treasury, upon the condition of affairs in the Territory of Alaska.

143. Report of Special Agent J. S. Moore, of New York, on Alaska. Accompanying the report of Mr. J. C. Moore, are numerous statements of account and other papers, marked respectively, "A," "B," "C," "D," and "E," which are not transmitted herewith.

Report marked "A" is a lease of the Behring Copper Islands from Russia to Messrs. Hutchinson, Kohl & Co., dated February 18, 1871.

Paper marked "B" contains sundry returns of number and weight of seals.

Paper marked "C" is a copy of an agreement, dated March 25, 1874, responding to No. 110½ on this list.

Paper marked "D" is a protest on the part of certain merchants in San Francisco, dated July 9, 1875.

Paper marked "E," statements of accounts due to natives.

### No. 1.

*Copy of lease from the United States to the Alaska Commercial Company of the right to take fur-seals in Alaska. Delivered August 31, 1870.*

This indenture, in duplicate, made this third day of August, A. D. eighteen hundred and seventy, by and between William A. Richardson, Acting Secretary of the Treasury, in pursuance of an act of Congress approved July 1, 1870, entitled "An act to prevent the extermination of fur-bearing animals in Alaska," and the Alaska Commercial Company, a corporation duly established under the laws of the State of California, acting by John F. Miller, its president and agent, in accordance with a resolution of said corporation, duly adopted at a meeting of its board of trustees held January 31, 1870, witnesseth:

That the said Secretary hereby leases to the said Alaska Commercial Company, without power of transfer, for the term of twenty years from the first day of May, 1870, the right to engage in the business of taking fur-seals on the islands of Saint George and Saint Paul, within the Territory of Alaska, and to send a vessel or vessels to said islands for the purpose of such seals.

And the said Alaska Commercial Company, in consideration of their covenant under this lease, hereby covenant and agree to pay for each year during said term, and in proportion during any part thereof, the sum of twenty-five thousand dollars into the Treasury of the United States, in accordance with the regulations of the Secretary to be made for this purpose under said act, which payment shall be secured by deposit of United States bonds to that amount; and also covenant and agree to pay annually into the Treasury of the United States, under said rules and regulations, a revenue tax or duty of two dollars upon each fur-seal taken and shipped by them, in accordance with the provisions of the act aforesaid; and also the sum of sixty-two and one-half cents for each fur-seal skin taken and shipped, and fifty-five cents per gallon for each gallon of oil obtained from said seals for sale on said islands or elsewhere, and sold by said company. And also covenant and agree, in accordance with said rules and regulations, to furnish, free of charge, to the inhabitants of the islands of Saint Paul and Saint George, annually, during said term, twenty-five thousand dried salmon, sixty cords fire-wood, a sufficient quantity of salt, and a sufficient number of barrels for preserving the necessary supply of meat.

And the said lessees also hereby covenant and agree, during the term aforesaid, to maintain a school on each island in accordance with said rules and regulations, and suitable for the education of the natives of said islands, for a period of not less than eight months in each year.

And the said lessees further covenant and agree not to kill upon said islands of Saint Paul more than seventy-five thousand fur-seals, and upon



the island of Saint George not more than twenty-five thousand fur-seals per annum; not to kill any fur-seal upon the islands aforesaid in any other month except the months of June, July, September, and October of each year; not to kill such seals at any time by the use of fire-arms or other means tending to drive the seals from said islands; not to kill any female seal or any seal less than one year old; not to kill any seal in the waters adjacent to said islands or on the beaches, cliffs, or rocks where they haul up from the sea to remain.

And the said lessees further covenant and agree to abide by any restriction or limitation upon the right to kill seals under this lease that the act prescribes or that the Secretary of the Treasury shall judge necessary for the preservation of such seals.

And the said lessees hereby agree that they will not in any way sell, transfer, or assign this lease, and that any transfer, sale, or assignment of the same shall be void and of no effect.

And the said lessees further covenant and agree to furnish to the several masters of the vessels employed by them certified copies of this lease, to be presented to the Government revenue officers for the time being in charge of said islands, as the authority of said lessees for the landing and taking said skins.

And the said lessees further covenant and agree that they, or their agents, shall not keep, sell, furnish, give, or dispose of any distilled spirits or spirituous liquors on either of said islands, to any of the natives thereof, such person not being a physician and furnishing the same for use as medicine.

And the said lessees further covenant and agree that this lease is accepted subject to all needful rules and regulations which shall at any time or times hereafter be made by the Secretary of the Treasury for the collection and payment of the rentals herein agreed to be paid by said lessees; for the comfort, maintenance, education, and protection of the natives of said islands, and for carrying into effect all the provisions of the act aforesaid, and will abide by and conform to said rules and regulations.

And the said lessees, accepting this lease with a full knowledge of the provisions of the aforesaid act of Congress, further covenant and agree that they will fulfill all the provisions, requirements, and limitations of said act, whether herein specifically set out or not.

In witness whereof the parties aforesaid have hereunto set their hands and seals the day and year above written.

WILLIAM A. RICHARDSON, [SEAL.]  
*Acting Secretary of the Treasury.*  
ALASKA COMMERCIAL COMPANY, [SEAL.]  
By JNO. F. MILLER, *President.*

Executed in presence of—  
J. H. SAVILLE.

I certify that the foregoing printed copy of the lease of the United States to the Alaska Commercial Company, of the right to take fur-seals in the Territory of Alaska, has been compared with the original on file in this Department, and is a true copy thereof.

J. H. SAVILLE,  
*Chief Clerk Treasury Department.*

WASHINGTON, D. C., September 3, 1870.

No. 2.

AUGUST 3, 1870.

SIR: On behalf of Hutchinson, Kohl & Co., and Williams, Haven & Co., I have the honor to request that the collector of the port of San Francisco be instructed to deliver to said Hutchinson, Kohl & Co., and Williams, Haven & Co., the fur-seal skins now in the custody of said collector.

Said seal-skins were shipped recently from Alaska by said Hutchinson, Kohl & Co., and Williams, Haven & Co., per steamer Alexander. I respectfully request that the collector be instructed by telegraph to deliver said skins to said Hutchinson, Kohl & Co., and Williams, Haven & Co., by said collector, on the payment of the tax of one dollar per skin by said owners.

Very respectfully, your obedient servant,

N. L. JEFFRIES,  
*Attorney for Hutchinson, Kohl & Co.,  
 and Williams, Haven & Co.*

Hon. WM. A. RICHARDSON,  
*Acting Secretary of the Treasury.*

No. 3.

WASHINGTON, D. C., August 4, 1870.

SIR: As there remain but two months of the present season during which fur-seals may be lawfully killed for their skins in Alaska, viz, September and October, and as it requires all the intervening time for the Alaska Commercial Company to reach the seal-islands and be prepared to commence business by the first proximo, and more than two weeks will be required to transmit the company's bond to San Francisco and return it here, with the signatures of the sureties who reside there, I have the honor to request—

First. That a special permit be issued to the Alaska Commercial Company to proceed to the islands of Saint Paul and Saint George, in Alaska, with a vessel or vessels, and supplies, and authority to engage and proceed with its business on said islands.

Second. As two months, June and July, have already expired, and as it would endanger the preservation of the seal-fisheries to kill 100,000 seals in September and October, I have the honor to request that the Secretary of the Treasury fix the number of seal-skins to be taken this season, at, say, 50,000, or not to exceed that number, and adjust the total for this year in accordance therewith.

Very respectfully, your obedient servant,

JNO. F. MILLER,  
*President Alaska Commercial Company.*

Hon. WILLIAM A. RICHARDSON,  
*Acting Secretary of the Treasury.*

No. 4.

WASHINGTON, D. C., August 6, 1870.

SIR: On behalf of the Alaska Commercial Company, I have the honor to request that permission be given it to send a vessel or vessels once to the islands of Saint Paul and Saint George, in Alaska, with

such supplies, stores, and other necessities as are requisite, with authority to land the same, and proceed with its business of taking fur-seals at said islands, in conformity with law and the terms of the lease of said privilege.

I make this application for the reason that unless this authority be given immediately the company will not be able to reach said islands in time to commence business by the 1st proximo, and the law permits no fur-seals to be taken this season except during September and October.

Very respectfully,

THE ALASKA COM. CO.,  
By N. L. JEFFRIES,  
*Its Attorney.*

Hon. WILLIAM A. RICHARDSON,  
*Acting Secretary of the Treasury.*

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No. 5.

TREASURY DEPARTMENT,  
*Washington, D. C., August 8, 1870.*

SIR: Application has been made to me by N. L. Jeffries, esq., attorney for the Alaska Commercial Company, for permission to send a vessel or vessels to the seal-islands of Saint Paul and Saint George, with supplies, stores, &c., and to bring back such seal-skins as may be caught on the islands, under the act of Congress approved July 1, 1870, and the lease executed by and with said company.

I inclose herewith three copies of the act referred to, one of which you will forward to the United States agent stationed at Saint George's Island, and another to the agent at the island of Saint Paul, retaining the other for the use of your office.

Authority to said company is hereby given for a vessel or vessels to proceed from your port to the islands before mentioned, with such supplies as may be proper, to engage in the business of bringing away fur-seal skins, and in advance of the delivery of copies of the lease required by the 4th section of said act.

Before the return of said vessel or vessels to your port, further instructions will be given you in the premises.

You will furnish said company with a copy of this letter, to be exhibited to the Treasury agents at the islands, as their authority for taking the vessels up there.

I am, very respectfully,

WM. A. RICHARDSON,  
*Acting Secretary.*

T. G. PHELPS, Esq., *Collector,*  
*San Francisco, Cal.*

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No. 6.

WASHINGTON, August 9, 1870.

*To the honorable the Secretary of the Treasury :*

The undersigned, as the attorney of Louis Goldstone, of San Francisco, California, and on his behalf, respectfully protests against the action of the Secretary of the Treasury in awarding the lease of the right

to take fur-seals on the islands of Saint Paul and Saint George, Alaska, under the act of Congress approved July 1, 1870, to the Alaska Commercial Company, on the bid of the said Goldstone; he, the said Goldstone, being lawfully and properly entitled to said lease on his said bid.

And for divers other good and sufficient causes.

JOS. W. McCORKLE,  
*Attorney for Goldstone.*

No. 7.

OFFICE OF HUTCHINSON, KOHL & CO.,  
No. 425 SACRAMENTO STREET,  
*San Francisco, August 16, 1870.*

SIR: Under the act approved July 27, 1868, and President's proclamation of the 4th of February, 1870, together with accompanying instructions of the Treasury Department, dated February 7, 1870, we are prohibited from landing arms and ammunition on the islands of Saint Paul and Saint George.

As under the recent orders from the War Department all military forces are to be withdrawn from the islands, and as we are expected under the lease to provide for our own defense, it is highly important to us, and only justice at the hands of the proper authorities, that the regulations should be so modified as to allow the landing, subject to the direction of the officers in charge of the island, of a small consignment of arms and ammunition. Not only are these arms necessary for protection against marauders who may, at any time, descend upon the islands if left without means of defense, but at certain seasons of the year, and chiefly early in the spring, before the arrival of the seals, small quantities of game, such as ducks and snipe, may be killed with fire-arms. But it should be understood that the guns are not intended in any manner to be used in killing seals, and are at all times to be under control of the officers of the Government.

We desire you, therefore, to lay the matter before the Treasury Department, and endeavor to have the restriction in question so modified as to allow us to make the shipment in question. If successful, you will please induce the Department to telegraph to collector of customs, at this port, at our expense, as our steamer, "Alexander," is expected to sail for the islands on the 28th instant.

Very truly, yours,

THE ALASKA COMMERCIAL CO.,  
H. H. MCINTYRE, *Agt.*

N. L. JEFFRIES, Esq., *Attorney at Law,*  
*Washington, D. C.*

No. 8.

AUGUST 17, 1870.

SIR: On behalf of Hutchinson, Kohl & Co., and Williams, Havens & Co., of San Francisco, I have the honor to request permission to pay the tax due the United States on the fur-seal skins now in the custody of the collector of the port of San Francisco, in the city of New York,

to such officer or depositary as you may designate, instead of making such payment in California.

Very respectfully,

N. L. JEFFRIES,

*Attorney for Hutchinson, Kohl & Co., and Williams & Haven.*

Hon. WILLIAM A. RICHARDSON,

*Acting Secretary of the Treasury.*

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No. 9.

OFFICE OF HUTCHINSON, KOHL & Co.,

No. 425 SACRAMENTO STREET,

*San Francisco, August 19, 1870.*

DEAR SIR: We were surprised on receipt of your telegram of the 18th instant, asking us to furnish you the facts relative to the fox-skins from the islands of Saint Paul and Saint George, as we had no reason to suppose that any question could be raised concerning our unrestricted right to ship fox-skins from the islands at any time; but, on the contrary, were led to believe by the action of the Department that we were justified in purchasing and shipping from Alaska, under the same conditions as any other goods are purchased and shipped, any furs except seal-skins.

The facts appear as follows: On the 3d of March, 1869, the joint resolution was approved making the islands a Government reservation, and soon after the late Secretary of the Treasury, and subsequently, in July, 1869, the present Secretary, permitted us to take supplies to the islands for the sustenance of the natives pending the action of Congress for their relief; but the Department could not have entertained the idea that we were to support the inhabitants of the islands unpaid for an indefinite length of time, and must have understood that we were to receive such skins as might be taken, under the law and the instructions of the Treasury Department, by the natives.

There being no restriction on the unlimited killing of foxes, we took care to obtain as many of these animals as possible, and, at the time permission was obtained to bring away our seal-skins, said nothing about shipping them, for the reason already stated, that these furs were, as we had every reason to believe, included under the same commercial regulations as any other goods of ordinary production.

On the arrival of the skins at this port, in order to avoid any suspicion that might arise on the part of the customs authorities that we were discharging seal-skins, we opened the cases and called their attention expressly to the fact that we were removing only fox-skins from the vessel, and never for a moment thinking that any question could arise concerning them. But the seemingly over-cautious customs-officers, seizing upon the technicalities of the law as an excuse for their action, seized also upon our skins, and now hold them subject to the decision of the Department.

Concerning the course the Department may pursue, we have no fear that its decision will be unfavorable to our interests; but we must protest against this apparently unnecessary annoyance and delay which prevents our skins from reaching London in time for the September sales, entailing upon us the additional expense of storage, attorney's fees, &c., as well as subjecting us to loss on account of the detention.

We desire you to represent the matter to the Department, calling attention to this statement of facts, and requesting early action in the premises.

Very truly, yours,

HUTCHINSON, KOHL & CO.,  
Per McINTYRE.

N. L. JEFFRIES, Esq., *Attorney at Law,*  
*Washington, D. C.*

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No. 10.

TREASURY DEPARTMENT,  
*Washington, D. C., August 22, 1870.*

SIR: I am in receipt of your letter of the 14th ultimo, in which you inquire whether wines are included in the prohibition levied upon the transportation of spirituous liquors into the Territory of Alaska.

While the regulations of the Department, issued in pursuance of law, only in terms to "distilled spirits," it was, and is, the intention to have them apply to intoxicating drinks of all kinds, and to discourage, so far as it has the authority, their importation or transportation to that Territory.

I am, very respectfully,

WM. A. RICHARDSON,  
*Acting Secretary.*

WILLIAM KAPUS, Esq.,  
*Collector of Customs, Sitka, Alaska.*

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No. 11.

OFFICE OF NOAH L. JEFFRIES,  
ATTORNEY AND COUNSELOR AT LAW,  
CORNER FIFTEENTH AND F STREETS,  
*Washington, August 24, 1870.*

SIR: On behalf of the Alaska Commercial Company, for the reasons stated in the inclosed letter of the company of the 14th instant, I have the honor to request that the collector of the port of San Francisco, be instructed by telegraph, at the expense of the company, to permit the Alaska Commercial Company to ship to and land on the islands of Saint Paul and Saint George, in Alaska, a few fire-arms and a small amount of ammunition.

Very respectfully,

N. L. JEFFRIES,  
*Attorney Alaska Commercial Company.*

WM. A. RICHARDSON,  
*Acting Secretary of the Treasury.*

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No. 12.

OFFICE OF THE ALASKA COMMERCIAL COMPANY,  
*San Francisco, August 30, 1870.*

The lease of the islands of Saint Paul and Saint George, Alaska, having been awarded to the Alaska Commercial Company for a term of

twenty years, the following rules and regulations are issued for the guidance of the company's agents on said islands:

1. Seals may be killed during the months of June, July, September, and October, only. But the natives may kill a limited number of young seals, for food, during other months.

2. Female seals will under no circumstances be killed, nor will any seals be killed on or about the rookeries.

3. No person will be allowed to kill any seals on the islands, except as authorized by the company.

4. No vessel, other than those of the company or Government, will be permitted to touch at the islands except as authorized by the company.

5. The company will pay the natives, as heretofore, forty cents per skin for such number of skins delivered by the side of the vessel, for shipment, as they may from time to time authorize to be killed, furnishing all material necessary to preserving the same. But no skin less than two nor more than four years old will be received, nor will any cut or damaged skin be taken.

6. All provisions and merchandise required by the natives will be furnished them from the company's warehouses, at 25 per cent. advance on invoice-prices in San Francisco.

7. Such supplies of fuel, oil, and salmon, as the natives may require, as well as casks and salt to be used in preserving seal-meats, will be furnished gratis.

8. Spirituous liquors will under no circumstances be permitted on the islands, and the preparation of fermented liquors by the natives will be discouraged as far as possible.

9. Fire-arms will be used on the islands at such time and place only as the officer of the Government in charge may designate, but never in killing seal.

10. No dogs will be permitted on the islands.

11. The social relations of the natives will not be interfered with.

12. Schools will be maintained eight months in the year, four hours per day, Sundays and holidays excepted, and agents and teachers will endeavor to secure the attendance of all who are capable of learning.

13. Agents will at all times treat the natives kindly and endeavor to preserve the most amicable relations between them and the company; and will instruct them as far as practicable in household economy and the principles of a higher condition of civilization.

14. Agents in charge of the islands will transmit to this office detailed monthly reports of the condition of affairs at their respective stations.

A strict compliance with the foregoing, and such rules as may be hereafter from time to time issued from this office, is enjoined upon agents in charge of the islands, and any willful violation of the same will be deemed sufficient cause for removal.

JOHN F. MILLER,

*President Alaska Commercial Company.*

H. H. McINTYRE,  
*General Agent.*

No. 13.

[Telegram.]

TREASURY DEPARTMENT,  
Washington, D. C., September 9, 1870.

G. PHELPS, *Collector of Customs,*  
*San Francisco, Cal.*

Permission has been granted to the Alaska Commercial Company to have a limited supply of arms and ammunition to the islands of Saint Paul and Saint George, Alaska. Take schedule of quantities; direct company to furnish copy thereof to officers of the islands, and instruct officers to see that the same are not used for improper purposes.

W. A. RICHARDSON,  
*Acting Secretary.*

No. 14.

SEPTEMBER 9, 1870.

W. A. RICHARDSON:

You were kind enough to suggest that you would procure a modification of the inclosed executive order, so as to permit the Alaska Commercial Company to take a small supply of arms and ammunition to Saint Paul and Saint George Islands.

I inclose a dispatch received this moment. As the steamer leaves tomorrow, and the President will return this evening, I hope you will excuse my troubling you during the session of the Cabinet.

But as the company will not, perhaps, be able to send another vessel this fall, I am very anxious to have a telegram sent to the collector at San Francisco this afternoon, authorizing the shipment of the arms and ammunition.

Very respectfully,

N. L. JEFFRIES,  
*Attorney, &c., Alaska Commercial Company.*

No. 15.

EXECUTIVE DEPARTMENT,  
Washington, D. C., September 9, 1870.

By executive order of February 4, 1870, as prohibits the importation and use of fire-arms and ammunition into and within the islands of Saint Paul and Saint George, Alaska, is hereby modified so as to permit the Alaska Commercial Company to take a limited quantity of fire-arms and ammunition to said islands, subject to the directions of revenue officers there and such regulations as the Secretary of the Treasury may prescribe.

U. S. GRANT,  
*President.*



No. 16.

TREASURY DEPARTMENT,  
September 10, 1870.

The following executive order, relating to the importation of arms into the islands of Saint Paul and Saint George, within the district of Alaska, is published for the information of officers of the customs:

EXECUTIVE MANSION,  
Washington, D. C., September 9, 1870.

So much of executive order of February 4, 1870, as prohibits the importation and use of fire-arms and ammunition into and within the islands of Saint Paul and Saint George, Alaska, is hereby modified so as to permit the Alaska Commercial Company to take a limited quantity of fire-arms and ammunition to said islands, subject to the direction of the revenue-officers there and such regulations as the Secretary of the Treasury may prescribe.

U. S. GRANT,  
President.

The instructions issued by this Department in its circular of February 8, 1870, are accordingly modified so as to adjust them to the above order.

Revenue-officers will, however, see that the privilege granted to the said company is not abused; that no fire arms of any kind are ever used by said company in the killing of seals or other fur-bearing animals, on or near said islands or near the haunts of seals or sea-otters in the district, nor for any purpose whatever, during the months of June, July, August, September, and October of each year, nor after the arrival of seals in the spring or before their departure in the fall, excepting for necessary protection and defense against marauders or public enemies who may unlawfully attempt to land upon the islands. In all other respects, the instructions of February 8, 1870, will remain in force.

WM. A. RICHARDSON,  
Acting Secretary.

No. 17.

TREASURY DEPARTMENT,  
Washington, D. C., September 13, 1870.

SIR: I transmit herewith, for your information, a copy of Treasury regulations of September 10, 1870, under executive order of September 9, 1870, relative to the importation and use of fire-arms and ammunition into and within the islands of Saint Paul and Saint George, Alaska, by the Alaska Commercial Company.

I am, very respectfully,

WM. A. RICHARDSON,  
Acting Secretary.

ALANSON HINMAN, Esq.,  
Collector, Astoria, Oreg.

TREASURY DEPARTMENT,  
Washington, D. C., September 13, 1870.

SIR: I transmit herewith, for your information, a copy of Treasury regulations of September 10, 1870, under executive order of Septem-

9, 1870, relative to the importation and use of fire arms and ammunition into and within the islands of Saint Paul and Saint George, Alaska, by the Alaska Commercial Company.

I am, very respectfully,

WM. A. RICHARDSON,  
*Acting Secretary.*

HARVEY W. SCOTT, Esq.,  
*Collector, Portland, Oreg.*

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TREASURY DEPARTMENT,  
*Washington, D. C., September 13, 1870.*

SIR: I transmit herewith, for your information, a copy of Treasury regulations of September 10, 1870, under executive order of September 9, 1870, relative to the importation and use of fire-arms and ammunition into and within the islands of Saint Paul and Saint George, Alaska, by the Alaska Commercial Company.

I am, very respectfully,

WM. A. RICHARDSON,  
*Acting Secretary.*

M. S. DREW, Esq.,  
*Collector, Port Townsend, Wash.*

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TREASURY DEPARTMENT,  
*Washington, D. C., September 13, 1870.*

SIR: I transmit herewith, for your information, a copy of Treasury regulations of September 10, 1870, under executive order of September 9, 1870, relative to the importation and use of fire-arms and ammunition into and within the islands of Saint Paul and Saint George, Alaska, by the Alaska Commercial Company.

I am, very respectfully,

WM. A. RICHARDSON,  
*Acting Secretary.*

VILLIAM KAPUS, Esq.,  
*Collector, Sitka, Alaska.*

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TREASURY DEPARTMENT,  
*Washington, D. C., September 13, 1870.*

SIR: I transmit herewith, for your information, a copy of Treasury regulations of September 10, 1870, under executive order of September 9, 1870, relative to the importation and use of fire-arms and ammunition into and within the islands of Saint Paul and Saint George, Alaska, by the Alaska Commercial Company.

I am, very respectfully,

WM. A. RICHARDSON,  
*Acting Secretary.*

G. PHELPS, Esq.,  
*Collector, San Francisco, Cal.*

No. 18.

OFFICE OF NOAH L. JEFFRIES,  
ATTORNEY AND COUNSELOR AT LAW,  
CORNER OF FIFTEENTH AND F STREETS,  
*Washington, September 17, 1870.*

SIR: The *Alta California*, a newspaper published in San Francisco, in its issue of the 8th instant, contains an advertisement stating that the schooner *Mary Zephyr* will sail for the islands of Saint Paul and Saint George, Alaska, on the 15th instant.

Up to this time there has been no official notification of the award of lease to the Alaska Commercial Company, and I have the honor to request that the collector of the port of San Francisco be directed to publish, in one or more of the San Francisco journals, an official announcement of the fact that said lease has been awarded to said company, and that no vessels except those of the Government and of the Alaska Commercial Company will be allowed, under any circumstances, to touch or land at either of said islands.

Very respectfully,

N. L. JEFFRIES,  
*Attorney for Alaska Commercial Company.*

Hon. W. A. RICHARDSON,  
*Acting Secretary of the Treasury.*

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Mr. JAMES:

You may send a copy of the letter to collector of San Francisco, and direct him to give the notice asked for, at the expense of the Alaska Commercial Company, first obtaining their consent to pay such expense.

W. A. RICHARDSON.

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No. 19.

TREASURY DEPARTMENT,  
*Washington, D. C., September 19, 1870.*

SIR: I inclose herewith a copy of a letter, dated the 17th instant, from N. L. Jeffries, attorney for the Alaska Commercial Company, reciting that a notice recently appeared in the *Alta California* newspaper, published in your city, of the intended sailing of the schooner *Mary Zephyr* for the islands of Saint Paul and Saint George.

By the 4th section of the act of July 1, 1870, entitled "An act to prevent the extermination of fur-bearing animals in Alaska," it is provided that the Secretary of the Treasury, immediately after the passage of said act, shall lease to proper and responsible parties, &c., &c., the right to engage in the business of taking fur-seals on the islands of Saint Paul and Saint George, and to send a vessel or vessels to said islands for the skins of such seals, &c.

This lease has been awarded to the company above named for the term of twenty years, a copy of which is herewith inclosed; and the request of General Jeffries that an official announcement be made of the award of said lease, and that no vessels except those of the Government and of said company will be allowed to touch or land at either of

said islands, may be complied with, and you will please cause such notice to be published in one or more of the San Francisco newspapers, at the expense of said company.

I am, very respectfully,

WM. A. RICHARDSON,  
*Acting Secretary.*

T. G. PHELPS, Esq.,  
*Collector of Customs, San Francisco, Cal.*



No. 20.

CUSTOM-HOUSE, SAN FRANCISCO, CAL.,  
*Collector's Office, September 27, 1870.*

SIR: I have the honor to report that the bark Cyane has arrived at this port from Alaska, having on board 47 fur-seal skins. The owners of these skins, Messrs. Hutchinson, Kohl & Co., inform me that they were procured at Kodiak from the natives, who capture the seals as they go to and from the islands of Saint George and Saint Paul. The killing of fur-seal within the Territory of Alaska is made an offense, punishable by fine or imprisonment, by the 6th section of the act of July 27, 1868, unless it should be held that the act of July 1, 1870, modifies the section referred to. The killing of the fur-seal at any place within the Territory of Alaska, except the islands of Saint George and Saint Paul, is still prohibited under the section above quoted. It should be prohibited, because at all other places than the islands they are killed without regard to age or sex; besides, the tax of two dollars per skin levied by the 6th section of the act of July 1, 1870, only applies to skins taken at the islands of Saint George and Saint Paul, and the Government will therefore lose its revenue from this source to the extent to which the killing outside of these islands is allowed.

I respectfully request that instructions be issued with reference to the course to be pursued in case of the arrival of more skins. I gave permission for this small lot to be landed, deeming that to be the prudent course in the absence of any specific instructions. The fur-seal skins are taken while the seals are migrating as far south as Puget Sound, and I am assured the entire number taken south of the islands of Saint George and Paul will aggregate from ten to twenty thousand per annum.

The skins thus illegally taken should be confiscated. This may possibly be done here, but the probable effect of making the attempt will be to cause the small traders to take their cargo of skins to Victoria for sale. The most effective way of preventing this illegal catch would seem to be to instruct the Government officers at Sitka, Kodiak, and Unalaska to seize all fur-seal skins, and cause those engaged in taking them to be properly punished.

I am, very respectfully,

T. G. PHELPS, *Collector.*

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No. 21.

TREASURY DEPARTMENT,  
Washington, D. C., September 30, 1870.

TIMOTHY G. PHELPS,  
*Collector of Customs, San Francisco, Cal.:*

Retain possession of the eleven thousand five hundred fur-seal skins brought from Jones's Island per bark Mauna Loa, and similar lot expected to arrive, until otherwise instructed.

GEO. S. BOUTWELL,  
*Secretary of the Treasury.*

No. 22.

CUSTOM-HOUSE, SAN FRANCISCO, CAL.,  
COLLECTOR'S OFFICE, September 30, 1870.

SIR: I have the honor to acknowledge the receipt of your letter of the 19th instant, relative to the published notice of the sailing of the schooner Mary Zephyr for the islands of Saint Paul and Saint George, in Alaska. On seeing the advertisement in the Alta, written notice was immediately sent to the parties interested, that no vessel would be permitted to land at said islands. I have caused a notice, as suggested by the honorable Secretary, to be published. Please find a copy of the notice inclosed.

I am, very respectfully,

T. G. PHELPS,  
*Collector.*

Hon. GEO. S. BOUTWELL,  
*Secretary Treasury.*

CUSTOM-HOUSE, SAN FRANCISCO, CAL.,  
COLLECTOR'S OFFICE, September 28, 1870.

NOTICE.—In compliance with an order of the honorable Secretary of the Treasury, notice is hereby given that a lease of the islands of Saint Paul and Saint George, in the Territory of Alaska, has been executed by the Secretary of the Treasury to the Alaska Commercial Company for the period of twenty years from the 1st day of May, 1870, in accordance with the provisions of an act of Congress entitled "An act to prevent the extermination of fur-bearing animals in Alaska," approved July 1, 1870, and that, by the terms of said lease and the above-mentioned act, the said company have the exclusive right to engage in the business of taking fur-seals on said islands and the islands adjacent thereto. No vessels, other than those belonging to said Alaska Commercial Company or to the United States, will be permitted to touch or land at either of said islands or the islands adjacent thereto, nor will any person be allowed thereon except the authorized agents of the United States and of said company.

T. G. PHELPS,  
*Collector of Customs.*

[Bulletin copy.]

No. 23.

DISTRICT OF ALASKA CUSTOM HOUSE,  
*Port of Sitka, October 6, 1870.*

SIR: I have the honor to acknowledge the receipt of Hon. W. A. Richardson's letter of the 2d of August, 1870, in reference to the proposition placed upon the importation of spirituous liquors into the Territory of Alaska, and stating that "while the regulations of the Department issued in pursuance of law apply in terms to 'distilled spirits,' it is and is the intention to have them apply to intoxicating drinks of all kinds, and to discourage, so far as it has the authority, their importation or transportation to that Territory."

This subject presents many, and, with the limited means at my command to overcome them, almost insurmountable difficulties.

When I first took charge of this district, liquors were allowed to be brought here on condition that bonds were executed at the port of shipment, that upon their arrival at Sitka they be turned over to the chief officer of the customs, and by him held until the written permit of the general commanding the department for their withdrawal was procured. This plan worked very well, at least as well as any plan intended to curtail the importation of spirituous liquors into a new country like Alaska can work.

The general commanding and the collector, by working together, could well regulate the amount allowed to go out; permission to withdraw liquor was only given to such persons as would not abuse the privilege, and but very little, if any, of the liquor found its way into the hands of the Indians.

At that time the steam-cutter Lincoln was on duty in this district, and by reference to my reports it will be found that several seizures of liquors found in the hands of unauthorized persons, or brought here in violation of law, were made by her.

The Executive Order of February 4th prohibits the importation or transportation of all spirituous liquors into this district, without making any provision or allowance for even a small amount for the use of the native inhabitants. As soon as this order was received I set to work to carry it out to its very letter, and how well I succeeded is shown by the fact that a small amount, some seven or eight gallons, which had been seized some time previous, was sold at public auction for \$13.50 coin per gallon.

But as men, especially those living in a climate as cold and damp as that of Alaska, *will have* liquor, and as they find it impracticable, owing to the close watch kept upon all the vessels arriving here, to import it, they commenced to manufacture it out of molasses, bread, flour, and other materials. On the 25th of April, I discovered a man by the name Henry E. Cutter in the act of distilling liquor. I at once seized his still and the liquor found on hand, and reported my action on the 26th of April to the Department.

My course in the matter received your approval, (letter of June 21, 1870,) but I was informed that, "in cases of the character reported, you would undoubtedly be justified in making seizures, but as the offenses are not properly infractions of the customs revenue laws, you (I) will exercise your (my) own discretion as to the propriety of seizing in similar cases that may hereafter arise."

I took the broad ground that if liquor was permitted to be manufactured, the Executive Order, and instructions from the Department in reference to preventing the bringing of liquors into the Territory, would

become dead letters; for if liquor could be made here, the necessity for bringing it would be done away with. I therefore seized all the stills that I could find, and reported the men discovered in the act of distilling, there being no court here, to the general commanding for his action. They were generally put into the guard-house for a week or so, and then turned loose. I have now in my warehouse five stills that have thus been taken possession of.

Since this course has been adopted, the making of liquor in this town has been discontinued, but what is a great deal worse, parties now make it at points so far removed from here that I cannot reach them, and deal it out to the Indians in unlimited quantities. I have received reliable information that there is a small schooner in the neighborhood of Hut-she-noo and Far-coo distilling liquor, and trading the same to the natives for furs, &c. These parties are well aware that there is no steam-cutter or steam-vessel of any kind belonging to the Government in this district, and that the cutter *Reliance*, being a sailing-vessel, cannot follow them into the narrow channels and shallow bays, selected by them as their field of operations. About the middle of June last, the American bark *George*, Captain Osborne, called at Hamilton's Fishery, a point about one hundred and fifty miles from Port Tougas, and traded to the Indians all the whisky they wanted. As soon as the matter was reported to me, I directed the inspector at Tougas to call upon the commanding officer at Port Tougas for a detail of men, and proceed in an open boat, or if he could not procure that, in a large canoe, to the place named and seize the vessel. Mr. Lessen, the inspector, did everything in his power to carry out my instructions, but found it impossible to reach the fisheries with the means at his command. Had there been a small steam-cutter in this district, the bark would no doubt have been captured.

I would respectfully suggest the following plan, by which, in my opinion, this traffic can be broken up and prevented: Allow small quantities to be shipped from domestic ports on the Pacific to the port of Sitka, and that port only, upon bonds being given at the port of shipment that the same be, upon its arrival, turned over to the chief officer of the customs. That officer should have power, either by himself or in conjunction with the commanding officer, to turn this liquor over, in limited quantities, for the use of the whites, to responsible parties who should give bonds that none of it shall find its way into the hands of the Indians.

The acts of June 30, 1834, and February 13, 1862, ought to be extended over the Territory of Alaska, for though this may be considered Indian territory, and no doubt is, still it has never been declared so by law. Give the collector of customs, or the commanding officer at Sitka (the only military post in Alaska now,) power to carry these laws into effect, and send offenders to the United States district courts of either Washington Territory or Oregon for trial, and very soon nothing more will be heard of this traffic, especially if there is a small steam-cutter stationed in this district, one of light draught but great power, and which can follow those whisky-traders into all their hiding-places.

I have also to report that there are, and have been for over two years, two breweries in active operation at this place. I can find no law authorizing me to interfere with them, especially as it is a doubtful question whether or not lager-beer is an intoxicating drink. But the internal-revenue tax ought to be paid on the beer made. Special Agent Wicker has called the attention of the Department to this matter, but as that

officer left the Territory on the 4th of February last, it is not known what instructions he received in reference thereto.

The officers of the Army and Navy stationed at this place have inquired of me if the recent instructions will prevent them from sending or a limited quantity of wines for their own private use. I have told them that I did not think that it was the intention of the Government to deprive them of their table-wines, and that if they would certify on honor that the wines sent for were for their own personal and private use, that, in my opinion, no objections would be made. Please direct me on this point. I am desirous to carry out your orders to the very letter, and all I ask is to be fully instructed.

I am, sir, very respectfully, your obedient servant,

WILLIAM KAPUS,  
*Collector of Customs.*

Hon. GEORGE S. BOUTWELL,  
*Secretary of the Treasury, Washington, D. C.*

No. 24.

TREASURY DEPARTMENT,  
*Washington, D. C., October 12, 1870.*

SIR: Your communication of the 27th ultimo is received, in relation to the illegal killing of the fur-seals at places in Alaska other than the islands of Saint Paul and Saint George.

In reply, I transmit herewith a letter addressed to the collector at Sitka, instructing him to issue strict orders to his subordinates for the prevention of such illegal killing and traffic, and for the bringing of the offenders to punishment; and also for the seizure of all such seal-skins legally taken as aforesaid, and for their transmittal to your port for forfeiture.

After you have perused the said letter, I will thank you to forward it to the collector at Sitka by the first opportunity.

Any fur-seal skins hereafter arriving at your port from any portion of the Territory of Alaska, other than the islands of Saint Paul and Saint George, you will detain in your custody, reporting the fact to the Department, and awaiting its instructions.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

T. G. PHELPS, Esq.,  
*Collector, &c., San Francisco, Cal.*

No. 25.

TREASURY DEPARTMENT,  
*Washington, D. C., October 12, 1870.*

SIR: The Department is informed by the collector at San Francisco that the bark Cyane has lately arrived at that port with a quantity of fur-seal skins on board, which were obtained at Kodiak; and, also, that the fur-seal skins are annually taken to the number of from ten to twenty thousand in and about the islands of Alaska other than Saint Paul and Saint George.

As the killing of fur-seals in Alaska, at any other place than the said



islands of Saint Paul and Saint George, is strictly prohibited by law, and made punishable by fine and imprisonment, you are instructed to issue strict orders to your subordinates at Kodiak, Ounalaska, and other places in the collection-district of Alaska, for the prevention of such illegal killing and traffic, and for the adoption of such measures as may be necessary to bring offenders under the law to punishment; you will also instruct such officers to seize all fur-seal skins found by them to have been killed as aforesaid, and to duly forward them to your custom-house. Such seal-skins will then be transmitted by you, accompanied with the necessary information, to the collector at San Francisco, in order that proper proceedings may be instituted for their forfeiture.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

WM. KAPUS, Esq.,  
*Collector, &c., Sitka, Alaska.*

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No. 26.

SPECIAL AGENT'S OFFICE,  
*Saint Paul's Island, October 19, 1870.*

I hereby certify that on the 1st of July, 1870, there were in store-house on Saint Paul's Island, three thousand nine hundred and eighty-eight, and on Saint George's Island, one thousand seven hundred and ninety-nine fur-seal skins.

[SEAL.]

CHARLES BRYANT,  
*Special Agent Treasury Department.*

STATE OF CALIFORNIA,  
*City and County of San Francisco, ss :*

S. N. Buynitzky, being duly sworn, says that the signature to the certificate hereto attached is the genuine signature of Charles Bryant, esq., special agent of the Treasury Department United States, and the same was written by said Bryant in my presence at the island of Saint Paul, Alaska, on the day said certificate bears date, and that the five thousand seven hundred and eighty-seven fur-seal skins now on board the American steamer Constantine, arrived at this port this the 11th day of November, 1870, are the same fur-seal skins mentioned in the said certificate hereto attached.

S. N. BUYNITZKY,  
*Clerk Treasury Department.*

Subscribed and sworn to before me this 11th day of November, 1870.  
[SEAL.]

S. V. JOICE,  
*Notary Public.*

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No. 27.

B.

ISLAND OF SAINT PAUL, ALASKA,  
*October 19, 1870.*

SIR: On the 9th instant the steamer Constantine, belonging to the Alaska Commercial Company, arrived here, bringing to me a letter of

the collector of customs at San Francisco, covering certified copies of Department's letter of August 8, 1870, to said collector, and of the act of July 1, 1870. At the same time the general agent of the Alaska Company, Mr. H. H. McIntyre, informed me, verbally, that official letters addressed to myself and Mr. S. N. Buynitzky, esq., had been sent from the custom-house at San Francisco, but went, by error, with the mail to Kodiak. Thus it happens that I am left to act on fragmentary information. I found on board the Constantine, as passenger, Mr. Samuel Falconer, late deputy and acting collector at Sitka, who stated to me that he had left the service of Hutchinson, Kohl & Co., and would offer his services to the Government.

Having in view the desire expressed to me by Mr. Buynitzky, in July, to be relieved this fall from his temporary duties at Saint George, in consideration of urgent family matters requiring his presence at Washington, I thought it advisable to avail myself of Mr. Falconer's offer, and, by letter of 10th instant, I appointed him, subject to the approval of the Department, assistant special agent, at a compensation of \$6 per diem; and after his filing the customary oath of office, I instructed him to proceed, together with myself, to the island of Saint George. On the 12th instant we sailed over to Saint George, where he relieved Mr. Buynitzky, who was thus made free to proceed to Washington.

In the absence of any instructions from the Department, under the new status I intend to adopt such course of action as is most obviously suggested by the import of the act of July 1, 1870; that is, to take such measures as will most efficiently secure the interests of the Government and those of the population at the sealing islands, and have instructed my assistant accordingly. I hope that my action in the premises will meet with the approval of the Department, and the nomination of Mr. Falconer and the terms thereof will be confirmed. As to my action, from the day of my taking charge of the sealing islands up to the present date, I have briefly to state that I have punctually carried out the programme described in my report of July 14, 1870, and have found that the same has been faithfully executed by Mr. Buynitzky on the island of Saint George. Provisions have been distributed, and fur-seals taken, and skins subdivided as set forth in said report, and I may justly say that the result has been satisfactory to all parties concerned. The company doing business at the islands had no motives of complaint, and the natives have expressed their entire satisfaction, and asked me to transmit to the Hon. Secretary of the Treasury their sincere thanks for the timely relief and the easy terms at which provisions have been supplied them.

Notwithstanding the novelty of the incoming state of affairs at these islands, some points of paramount importance claim immediate attention, and I consider it my duty forthwith to make most urgent representations in regard to the necessity of immediate action of the Government to meet imperative exigencies created by the leasing of the islands and the removal therefrom of the United States troops.

The faithful collection of nearly \$200,000 of tax on fur-seal skins from the nature of the business and the geographical position of these islands) will principally depend upon the supervision of the revenue officers in charge of the sealing islands, and I am convinced it will be necessary to have on each island two officers, of whom one special agent and one assistant. There being no communication between the two islands but by means of the ships coming up to the islands in summer, under the present system, in case of sickness or death of an agent of the Treasury at one of the islands, the interests of the Government

at that island might remain for months exposed to the dangers of anarchy.

The agents of the Treasury have been heretofore lodged in houses claimed by the company, and had to board with the company's officers. This arrangement ought not, for various reasons, to be made permanent. A house should be built on each island for the accommodation of Government officers, and this may be done at an expense of, say, \$2,000 per building, which is but a trifling sum, considering the prospective importance of the revenue to be collected for the twenty years' duration of the lease.

The removal of the United States troops from the islands, and the recall therewith of their contract doctors, leaves both communities exposed to all chances of disease, (so frequent in this severe climate,) without any medical assistance. The terms on which the Alaska Commercial Company has obtained the lease leave no margin for any improvements in the situation of the nations, outside of the obligations actually imposed on the company. On the other hand the rate of taxation upon the seal-skins, (the only industry of the inhabitants of the sealing islands,) and the fact of their being deprived of the benefits of free competition of traders, seem to entitle them to some special compensation on the part of the Government.

I beg leave to suggest that a yearly appropriation of \$5,000 be asked for, to be equally divided between the two islands, for compensation of learned and experienced medical practitioners and contingent expenses, and an appropriation of \$6,000 once, for the purpose of providing suitable buildings for hospitals and the dwellings of the doctors.

In conclusion, I take pleasure in bringing to the notice of the Department a fact witnessed by me in my last visit to the island of Saint George, a fact gratifying to all those who, like myself, feel interested in the future moral development of the Aleutian population. On the 14th instant I was present at the examination of a school of twelve boys and six girls in English reading; they distinctly read any page of Wilson's primer, counted up to one thousand, named the days of the week, the months and seasons of the year, various articles of dress, household implements, &c., &c. This was the result of about three months' work. Rendering justice to the zeal and ability of the founder of the school, Mr. S. N. Buynitzky, I cannot refuse a due share of praise to the natural gifts of the Aleutian race, and I beg leave to express here my earnest belief that the Aleutes might become as good American citizens as any admitted under the fifteenth amendment to the Constitution.

I am, sir, with great respect,

CHARLES BRYANT,  
*Special Agent Treasury Department.*

Hon. GEORGE S. BOUTWELL,  
*Secretary of the Treasury.*

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No. 28.

TREASURY DEPARTMENT,  
Washington, D. C., November 1, 1870.

SIR: Your letter of July 14, in reply to the Department's letter of May 24 last, is received.

In view of the fact of the islands of Saint George and Saint Paul having been leased by the Government to the Alaska Commercial Com-

oy, and permission having been granted them, under date of August 8, send a vessel or vessels to said islands with supplies, &c., no action is deemed necessary by the Department on the suggestions contained in your letter on the subject of furnishing supplies for the natives of said islands. Should the necessity still exist, however, for the transfer of Mr. Buynitzky from the island of Saint George to Saint Paul, as requested in your letter, you are hereby authorized to instruct him to report to you accordingly and inclose him a copy of this letter.

In regard to any seal-skins which may have been salted and preserved by the natives and held at the disposition of the Government to cover actual cost of provisions and salt issued to them, I have to state that the same should be forwarded at the first available opportunity to the collector at San Francisco, to be held subject to the order of this Department, you taking accurate count thereof and notifying said collector of the number shipped and of the tenor of these instructions.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

CHARLES BRYANT, Esq.,  
*Special Agent, Saint Paul, Alaska,  
Care Collector of Customs, San Francisco, Cal.*

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No. 29.

TREASURY DEPARTMENT,  
*Washington, D. C., November 18, 1870.*

SIR: Respectfully referring to your communication of the 22d ultimo, enclosing a translation of a note from the Russian minister in relation to a claim of the Russian government to the ownership of certain seal-skins detained at the custom-house, New York, I have the honor to inform you that, by reason of a demand having been made by the consignees of said merchandise for its delivery to them on or before the next instant, I deemed it advisable, so as to avoid any unnecessary delay in the matter, to address a letter, of which the inclosed is a copy, direct to the Russian minister.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

Hon. HAMILTON FISH,  
*Secretary of State.*

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30.

C.

WASHINGTON, D. C., *December 30, 1870.*

SIR: By letter of instructions of May 25, 1870, I have been detailed to the islands of Saint Paul and Saint George, Alaska Territory, there to act under the orders of Captain Charles Bryant, special agent of the Treasury Department, and also to obtain and report to the Department such information as might be acquired relative to the seal-fishery and the commercial interests of the islands and of the country generally. Concerning my action at the islands, under the instructions of Captain Charles Bryant, I beg leave respectfully to refer to Mr. Bryant's official

reports. As to the information which I have been able to acquire relative to the seal-fishery and the commercial interests of the islands and of the country, I have the honor to submit the following :

The islands of Saint Paul and Saint George, owing to their isolated position, their climate, and the configuration of their shores, seem to have been particularly designed by nature for the propagation of the species of seals commonly known under the name of fur-seal, and scientifically classified under the appellation of "*phoca ursina*." The numbers of fur-seals congregating every summer at the islands are literally beyond computation. At the commencement of spring they begin to appear in the Behring's Sea, coming from the Pacific through the straits of the Aleutian islands, chiefly through Dunimac Pass. Full-grown males (called bulls) are the earliest visitors at the islands of Saint George and Saint Paul; they approach the islands in the last days of April, and after a careful survey of their habitual resting-grounds, settle thereon to await the arrival of the females, which takes place considerably later. The seals invariably select for their resting-grounds (rookeries) such beaches as are strewn over with large bowlders, affording a safe hold against the sweep of the surf; flat sandy beaches are carefully avoided by them, probably on account of the danger to which the new-born seals would be exposed of being carried off by the sea before they have learned to live in that element. From the day of their settling on the rookeries to the epoch of the appearance of the females, the bulls sleep almost without interruption. Toward the end of May they begin to look out for the coming of their families. The females (cows) generally recognize their former mates, and land at their respective rookeries. There being a considerable difference between the male and the female in regard to age of puberty, (six years for the male and two for the female,) this species is necessarily polygamous, and an average family numbers about ten cows to one bull. The rookeries nearest to the water are occupied by the propagators, while the minor individuals of the tribe have to camp on the slopes, where they are more exposed to the danger of being cut off from the sea, and to become the prey of the hunter. The hunting begins as soon as the resting-grounds are fully occupied, which generally happens about the end of June. It is carried on until the middle of November, when the seals leave the islands, to disappear for five months in the vast expanse of the Pacific. The surrounding, driving, killing, and flensing of the fur-seals has been reduced to a science by the natives of the islands. A day is waited for when the direction of the wind allows of a rookery being approached so that the game cannot scent the hunters; a party of from twenty to thirty men, armed with clubs, cautiously advance along the shore until the retreat of the animals toward the sea is cut by the line of hunters; then, at a signal from the chief of the expedition, the men rush up the cliffs and drive toward the interior of the island as many seals as have been surrounded. When the herd has been driven a certain distance from the shore a halt is made, and a sorting of the game as to age, sex, and condition of the fur, is effected. This operation requires the exercise of a lifelong experience, and is of the utmost importance, as the killing of females, which are easily mistaken for young males, even by the natives, would endanger the propagation of the species, and the slaughtering of males under two or over four years old would be a useless extermination, their furs having little value for trade. The sorting once accomplished, all the animals not destined for killing are allowed to escape toward the rookery, and the balance of the herd is driven to the slaughtering grounds, situated near the salt-houses. Great care is taken, when driving, that the ani-

mals do not become overheated, for, should this happen, the skins would become worthless, the fur falling off. On reaching the slaughtering grounds, the drove is allowed a rest of two or three hours, after which, at a signal given by one of the chiefs, the killing is effected with wonderful rapidity. I have seen a drove of sixteen hundred seals dispatched by thirty men in little more than an hour of time. As soon as the animals are killed, all available hands, men, women, and children, rush to the work of flensing, which has to be finished as soon as possible to prevent the carcasses from stiffening. Every part of the animal is turned to account; skin, flesh, blubber, and intestines. The skins are immediately taken to the salt-house and placed in large vats, the fur-side down, and the flesh-side plentifully sprinkled with salt. When the skins have been thoroughly saturated with salt, which process requires about forty days, they are taken up and shaken; then another lighter coating of salt is applied, and they are booked up in folds, ready for shipment.

The commercial value of fur-seal skins depends upon their size, and particularly upon the quality of the fur. The greatest proportion of first-class skins are obtained from seals three years old.

London is the most important and almost the only market for fur-seal skins; there they are manufactured into elegant furs by a series of technical operations, the secret whereof is jealously kept by a single firm. The prices obtained in London by American traders for seal-skins shipped in 1867 and 1868 ranged from 16s. to 30s. per skin, according to quality. The cost of each skin rendered at London, including compensation of natives, expenses for salt, shipment from the islands to San Francisco, transshipment for Europe, freight, and commissions, amounted to \$1.50 in gold. This was the figure of costs when the price paid by the traders to the natives for each skin was nominally from 20 to 40 cents, but actually less, as the same traders realized on some articles furnished to the natives a profit of nearly a hundred per centum. At present, when the Alaska Commercial Company has fixed the price to be paid to the natives at 40 cents per skin, and the advance on San Francisco prices of commodities brought to the islands at only 25 per cent., the above figure of costs will be considerably increased. Some increase of costs will be occasioned by the obligations assumed on the part of the company as to the establishment and keeping of gratuitous schools for the natives, and also by certain additional advantages vouchsafed to the natives, as appears from the instructions of the company to its agents, a copy whereof is herewith submitted. So that in future the actual cost of each seal-skin rendered at London will amount to no less than \$2, exclusive of the pro rata of the rental, and the tax imposed by the conditions of the lease.

The fat or blubber of all the seals killed for their skins is not more than sufficient to supply the want of fuel at the islands. Although every chip of driftwood is carefully collected by the natives, and brought with great pains to the village from the remotest points, almost all of it is used up in the repairs continually required by the rapidly decaying wood-work of their miserable dwellings, and only a small quantity may be reserved for the purpose of kindling the seal-blubber fires. The summer temperature at the islands being 45° and the mean temperature of the year out 38°, the dwellings, which are nothing better than cellars covered with turf, have to be heated all the year round. Notwithstanding the enormous quantity of seal-blubber consumed at the islands, a considerable amount of it might be converted into seal-oil for exportation; thousands of old bulls, which have become useless for the purposes of

propagation and are an incumbrance to the rookeries, might be killed for their blubber, and thus a new and profitable article of trade added to the resources of the islands. Unfortunately the market-price of seal-oil is lower than the tax offered on this article by the competitors for the lease of the islands, and consequently this branch of industry has no chance of being developed.

The population of the islands, numbering 240 on Saint Paul and 125 on Saint George, are mostly Aleutes, some half-breeds, and a few descendants of Kamtehadales, brought over Kamtschatka by the vessels of the Russian-American Company. Their mother-tongue is the Aleutian, a language spoken with slight variations all over the Aleutian Islands and the southeast coast of Alaska peninsula. The Russian language is understood by all and intelligently spoken by many. They all belong to the Greco-Russian Catholic Church, and are sincerely attached to their religion.

According to the statement of the natives of the islands of Saint Paul and Saint George a notable improvement in their material welfare has taken place since the transfer of the Territory to the United States. Still, their prosperity is far from being in harmony with the importance of their share in the production of wealth. Their dwellings, damp, insalubrious hovels, constructed of drift-wood and sods, are particularly in painful contrast with all other conditions of their life. There being no building-materials at the islands, the natives are unable to accomplish any considerable improvement in their system of building without assistance on the part of the Government.

The prevalence of inflammatory diseases of the lungs, mostly due to the miserable condition of dwellings, requires the presence of a medical practitioner at each island. The recall this summer of the United States troops, and therewith of the contract-doctors who were attached to the military posts at the islands, leaves the population without medical assistance. Some provision toward supplying this want is absolutely necessary. The only place in the Territory besides the islands of Saint Paul and Saint George, which I had the opportunity to visit, was Ounalashka, the most important of the Aleutian Islands. Situated near the Onnimak Pass, which is the best entrance to the Behring's Sea, and possessing a good harbor, Ounalashka is visited by vessels engaged in the fur-trade more than any other port, not excepting Sitka. The principal settlement of the island is Illulook Harbor, with three hundred inhabitants. It is the religious metropolis of the Aleutian tribe. From this point the light of Christianity spread all over the Aleutian archipelago. Here lived the apostle of the Aleutes, Father John Veniaminoo, whose name and teachings are reverently transmitted from father to son in every Aleutian family.

Fishing and sea-otter hunting are the principal occupation of the inhabitants of Ounalashka. Fresh and dried fish are the staple article of food. The sea-otter skins, of which the Ounalashkans secure from three to four hundred a year, are traded at the rate of from \$15 to \$35 for clothing, hardware, crockery, sugar, tea, and tobacco.

The Aleutian tribe, numbering about three thousand, represents nine-tenths of the trade of the Territory, and is unquestionably far in advance of all other tribes with respect to moral, religious, and social development.

I am, sir, very respectfully, your obedient servant,

S. N. BUYNITSKY, *Clerk.*

Hon. GEORGE S. BOUTWELL,  
*Secretary of the Treasury.*

No. 31.

TREASURY DEPARTMENT,  
*Washington, D. C., February, 9, 1871.*

RE: In your letter to this Department, under date of July 28, 1870, mention, among other things, that you inclose a list of the officers stockholders of the Alaska Commercial Company, which does not appear to be upon the files, and although it may not be of any consequence, yet, as the letter contains the statement that a list was furnished, we have the honor to request that you transmit a copy of the list.

Very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

JOHN F. MILLER,  
*President Alaska Commercial Company, San Francisco, Cal.*

No. 32.

TREASURY DEPARTMENT,  
*Washington, D. C., February 10, 1871.*

RE: I am in receipt of your letters of December 3 and January 3 last, requesting instructions in regard to the disposition to be made of certain cargo, bale, and porter transported in bond to your port in contravention of the instructions of this Department of February 8 and August 22, 1870.

In reply thereto, you are hereby directed to retain the merchandise in question in your custody until the parties are prepared to return it under proper transportation-bond to the port from which it was transported, or elsewhere, when it may be delivered them for that purpose. Any shipment, however, should be made under the supervision of a customs-officer, to be designated by you, and every precaution taken to prevent its being relanded in the district of Alaska.

The collector at San Francisco was advised, under date of the 7th inst., of the Department's views upon this subject, and instructed not to allow the shipment of intoxicating liquors of any kind to your district.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

W. M. KAPUS, Esq.,  
*Collector, Sitka, Alaska.*  
 Care of collector of customs, San Francisco, Cal.)

No. 33.

ALASKA COMMERCIAL COMPANY,  
 No. 425 SACRAMENTO STREET,  
*San Francisco, February 17, 1871.*

RE: I have the honor to acknowledge the receipt of your letter of the 9th instant, and in reply beg to state that the list of officers and stockholders of the Alaska Commercial Company, which accompanied



my letter of July 28, 1870, was returned to me by the Hon. Secretary upon my verbal request, it being at that time considered as a document of no consequence, and not necessary to the files of the Department. I have not the original paper, but believe it to be in the possession of General Jeffries, our attorney, to whom I have written, requesting him to return the paper to the Department. In the event the original cannot be found, I beg to substitute the inclosed copy, which is substantially the same as the original.

I take the liberty, also, to inclose herewith a list of the officers and stockholders of the company at the present time, supposing it may serve some useful purpose should an occasion arise for the use of any such list.

With great respect, your obedient servant,

JNO. F. MILLER,  
*President Alaska Commercial Company.*

*List of officers and stockholders of the Alaska Commercial Company.*

*Officers.*—John F. Miller, president; Richard H. Chapell, vice-president; H. M. Hutchinson, secretary.

*Trustees.*—Henry P. Haven, Louis Sloss, H. M. Hutchinson, John F. Miller, Richard H. Chapell.

*Stockholders.*—John Parrott, H. P. Haven, H. M. Hutchinson, R. H. Chapell, Thomas Hood, C. A. Williams, G. Niebaum, Louis Sloss, August Wassermann, Lewis Gerstle, John F. Miller, L. Roscowitz, William Kohl, S. J. Field.

I hereby certify that the foregoing is an accurate list of the officers and stockholders of the Alaska Commercial Company on the 28th day of July, 1870.

JNO. F. MILLER,  
*President Alaska Commercial Company.*

*List of officers and stockholders of the Alaska Commercial Company on the 17th day of February, 1871.*

*Officers.*—John F. Miller, president; John Parrott, vice-president; E. Neumann, secretary.

*Trustees.*—John F. Miller, John Parrott, Lewis Gerstle, H. M. Hutchinson, Richard H. Chapell.

*Stockholders.*—R. H. Chapell, citizen of Connecticut; Henry P. Haven, of Connecticut; Ebenezer Morgan, of Connecticut; E. A. Williams, of Connecticut; Samuel Willets, of New York; Daniel T. Willets, of New York; John F. Miller, of California; Lewis Gerstle, of California; H. M. Hutchinson, of California; L. Roscowitz, of California; William Kohl, of California; Louis Sloss, of California; August Wessermann, of California; John Parrott, of California; Tiburcio Parrott, of California; Simon Greenewald, of California; G. Niebaum, of Alaska.

I hereby certify that the foregoing is an accurate list of the officers and stockholders of the Alaska Commercial Company on this the 17th day of February, 1871.

JOHN F. MILLER,  
*President Alaska Commercial Company.*

No. 34.

EXECUTIVE MANSION,  
Washington, D. C., March 21, 1871.

much of Executive order of February 4, 1870, as prohibits the importation and use of distilled spirits into and within the islands of Saint Paul and Saint George, Alaska, is hereby modified so as to permit Professor Louis Agassiz to ship one hundred gallons of alcohol to Mr. Charles Bryant, a special agent of the Treasury Department, on duty in that territory, subject to such regulations as the Secretary of the Treasury may prescribe; the said alcohol to be used solely in the preparation of specimens of animals that are being collected for the museum of Harvard College.

U. S. GRANT,  
*President.*

No. 35.

WASHINGTON, D. C., April 17, 1871.

RE: The act entitled "An act to prevent the extermination of furs and animals in Alaska," approved July 1, 1870, authorized the Secretary of the Treasury to lease the right of taking fur-seals in Alaska; and in accordance with its provisions, the Secretary leased said privilege to the Alaska Commercial Company.

The act prohibits the killing of fur-seals except during the months of June, July, September, and October; and authorizes the Secretary of the Treasury to "further restrict and limit the right of killing" fur-seals, and in such case the rent reserved to the Government to be reduced in proportion to such restriction or limitation.

The Alaska Commercial Company respectfully represents to the Secretary of the Treasury that it did not obtain its said lease until the 31st of August, 1870; that on receipt of the same it immediately and with due diligence undertook the prosecution of this business, and by the 1st day of September its steamer *Constantine* sailed from San Francisco, carrying supplies and all necessities for the same, for the islands of Saint Paul and Saint George, in Alaska, which she reached on the 1st day of October, making the voyage in less than the ordinary time. During the months of June, July, September, and nearly one-third of October, having thus expired before the company could reach the seal islands, and, as it did, the utmost dispatch and effort, there remained but fifteen working-days of the four months in which seals could be lawfully killed, and for which entire term of four months (within which the company is authorized to kill one hundred thousand seals) a rental of \$10,000 is reserved to the Government.

The company respectfully represents that during said nineteen days of October it secured but a limited number of seal-skins, instead of one thousand, which it might have taken in the full months of September and October.

By a former order of the Treasury Department, this company was restricted to fifty thousand seals for the present year, and the rental reduced in the same proportion. The object of this communication is to respectfully request the Secretary of the Treasury to so modify said order that said limitation and restriction will conform to the actual

number of seals taken under said lease, (when the actual number shall have been ascertained,) and the rental reduced in the same proportion.

Very respectfully, your obedient servant,

H. M. HUTCHINSON,

*Secretary Alaska Commercial Company.*

Hon. GEORGE S. BOUTWELL,

*Secretary of the Treasury.*

No. 36.

TREASURY DEPARTMENT,

*Washington, D. C., May 5, 1871.*

SIR: Mr. N. L. Jeffries having personally requested, in behalf of the Alaska Commercial Company, that the said company may hereafter be allowed to deposit the amount of their rent, as per the terms of their lease, for the islands of Saint Paul and Saint George, Alaska, with the United States assistant treasurer at San Francisco, instead of with the United States Treasurer at Washington, I have to inform you that the said request is hereby granted, until otherwise ordered, but with the express understanding that said contract shall not in any particular be waived or avoided by granting said request.

I am, very respectfully,

GEO. S. BOUTWELL,

*Secretary.*

JOHN F. MILLER, Esq.,

*President Alaska Commercial Company,*

Per N. L. JEFFRIES,

*Attorney, Washington, D. C.*

No. 37.

WASHINGTON, D. C., *May 6, 1871.*

SIR: On behalf of the Alaska Commercial Company, I have the honor to request that it be authorized to pay the tax due the Government on account of fur-seals taken under its lease, pursuant to the act entitled "An act to prevent the extermination of fur-bearing animals in Alaska," to the assistant treasurer at San Francisco, California.

Very respectfully, your obedient servant,

N. L. JEFFRIES,

*Attorney for Alaska Commercial Company.*

Hon. GEORGE S. BOUTWELL,

*Secretary of the Treasury.*

No. 38.

SAINT GEORGE ISLAND, BEHRING SEA, ALASKA TER.,

*May 14, 1870.*

SIR: Having been appointed by you, October 10, 1870, to act as your assistant on Saint George Island, I beg leave to submit the following report:

On arriving at my post of duty I was furnished by your late assistant,

S. N. Buynitzky, the following statement, purporting to be the number of seals taken during his term of office, together with that of Lieut. Henderson, for the year 1870, up to the time of writing:

SAINT GEORGE ISLAND, *October 14, 1870.*

There was taken this year, up to July 17, fur-seals..... 2,434  
 From July 17 to October 10..... 4,352

Total..... 6,786

Of this number 1,500 skins are kept free from any private claim, subject to further orders of the Treasury Department.

S. N. BUYNITZKY.

In addition to this number, there was taken during the close of the season 473, making a grand total of 7,259 for the year 1870.

The number of seal-pups killed during the whole season, for native use, foot up to 1,200, and are not included in the above figures.

As the fur-seal season was almost closed before my arrival, I am unable to furnish you with much of a report on this subject, but will confine my remarks chiefly to the native inhabitants of the place, together with other incidents of interest which happened from time to time.

It was not long a resident of the place until I found, to my astonishment, a higher degree of civilization existing among them than I anticipated; and I am happy to add, in reference to this, that the new arrivals, who are in the employ of the Alaska Commercial Company, seemed to be no way detrimental to them in their ideas, but, on the contrary, assisted them in carrying out this order of civilization into a higher degree of perfection. Indeed, I cannot speak too highly of Mr. Brown, the agent of this company, who has been very particular in carrying out the conditions of the agreement between the company and the Government, which, together with many other acts of kindness shown to them in aid of their comfort, has rendered him quite a favorite among them.

The company, having furnished abundance of everything that is necessary for the comfort and sustenance of life, and from the very low prices charged on many of the principal articles, has left no room for complaints.

In speaking of these people, I may safely state that I know of no class of the human race that enjoy themselves any more than these do. Scarcely has there been an evening pass over their heads but what they would engage in dancing, or some other silly amusements.

The health of the island is good, there being no disease of any kind on it. The number of deaths since my arrival are three, two of which were infants, and caused by sheer neglect of their parents; the other was a child of five years, the ailment of which had been long standing. Quite different from that of last year, there being nineteen deaths recorded on the books kept by the chief of the island. From inquiry, I am informed that many of those deaths referred to were caused by the manufacture and use of quass, a kind of liquor made by the natives out of flour and sugar. This year there has been a stop put to the manufacturing of this article, the result of which will, doubtless, keep many from filling an early grave.

The number of births up to date is five, four of which are alive and doing well.

On the 1st of November last a school was re-established for the natives, the attendance of which number about 25; and, from the advanced state they were left in by our friend Mr. Buynitzky, it was no

difficult task to get along with them. They are making rapid progress, and feel anxious to learn the English language. Even men who have advanced to the age of thirty and forty attend school, and are making equal progress.

The temperature of the weather I kept, and used Fahrenheit thermometer. For the last two months of the year 1870, the mean temperature ranged as follows: For November, 30.80; December, 28.60. For January, 1871, mean 30.04; February, 23.22; March, 14.85; and April, 32.52. The coldest day during the entire winter season was on the 19th of February, the thermometer indicating as low as zero, although you will perceive that March was the coldest month by great odds.

On the 2d of this month the ice made its appearance, and landed on the north side of the island in a limited quantity; but day after day it forced its way along from the north, till it made a complete bridge between this island and that of Saint Paul. Indeed, I am of opinion that the whole surface of the sea to the north of this was a solid sheet of ice. In a report given by a former agent of the Territory, he stated that the white bear was known to frequent those islands. At that time I doubted the assertion, but to-day I am ready to indorse it; not that I have seen any pay us a visit, but it is not but what an opportunity has presented itself for them to do so.

The schooner H. M. Hutchinson, owners Hutchinson, Kohl & Co., San Francisco, sailed from this island on the 20th of October last, in ballast, and *en route* for San Francisco, E. Henning in command. Also, the steamship Constantine, same owners, sailed from here on the 21st of October last, *en route* for San Francisco, with 1,800 salted seal-skins on board, taken from this island, M. C. Erskine in command.

I am, respectfully, your obedient servant,

SAMUEL FALCONER,

*Acting Assistant Special Agent.*

Capt. CHAS. BRYANT,

*Special Agent Treasury Department, in charge of Seal Islands.*

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No. 39.

OFFICE SPECIAL AGENCY,

*Saint Paul's Island, Alaska Ter., May 19, 1871.*

SIR: I have the honor to report the arrival, on the 15th of the present month, at this island, of the Alaska Commercial Company's steamer Alexander, laden with material and supplies for the island. As I have received no communication whatever from the Department by said steamer, I must conclude that such matter must have been sent, by mistake, to Sitka, in which case I am not likely to receive it for a year or so; and I beg leave to request that, as no vessels but those belonging to the Alaska Commercial Company visit these islands, instructions be given that all mails be forwarded to these islands from San Francisco direct.

In the absence of any instructions, I shall be guided by a certified copy of the act of Congress authorizing the lease and the conditions of the lease, as given me by the company.

I am happy to report that thus far the conditions have been fully complied with. The store has been well stocked with goods of good quality, and sold at low prices; provisions also the same.

The health of the inhabitants has been very good since my last report. There have been six births and six deaths, one adult, two boys, and three infants.

The Alaska Commercial Company have now brought, at their own expense, a physician to reside permanently on the island.

In November last a school was opened for the natives, which was attended by twenty-nine pupils, who were between the ages of seventeen and five years; the average attendance was 95 per cent.; all manifested great interest in learning the English language, and made good progress; all learned the alphabet, and many were able to read simple sentences.

I herewith transmit a very able report of Acting Assistant Special Agent Samuel Falconer, on the condition of the island of Saint George, under his charge.

I have the honor to be, respectfully, yours,

CHARLES BRYANT,  
*Special Agent Treasury Department.*

Hon. GEO. S. BOUTWELL,  
*Secretary of the Treasury.*

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No. 40.

OFFICE OF ALASKA COMMERCIAL COMPANY,  
No. 310 SANSOME STREET,  
*San Francisco, June 13, 1871.*

SIR: Referring to the question reserved for the decision of the Department, as to the amount of rental justly due from the Alaska Commercial Company for the year ending May 1, 1871, under their lease of Saint Paul and Saint George Islands, Alaska, I beg to state that the steamer Alexander arrived from said islands on the 9th instant, bringing from Saint Paul Island 3,448 fur-seal skins, which comprise the whole catch of 1870 on that island after the entry upon the island by the company. On the island of Saint George there were taken during the same time 3,000 skins, which still remain on the island, the seals being frozen in the kenches, so that it was impossible to remove them at the time of the departure of the Alexander. The whole number of skins taken by the Alaska Commercial Company during the year 1870 was, therefore, 6,448.

The fact that so small a number was taken is as surprising to the manager of the company as it can be to the Department, and is accounted for by the fact that the cold season began at the islands much sooner this year than is usual, and the seals consequently left the islands very early a month earlier than they are accustomed to do. There were but nineteen working-days of the season for sealing remaining after the arrival of the steamer at the islands with the lease, in October, and, owing to the early departure of the seals, nearly half of that time was lost to the company; so that, instead of taking 15,000 skins, as was confidently expected, the number actually taken was only about 6,448.

I beg the Department to consider that to require the company to pay rental proportioned for the whole time from the passage of the act of May, 1870, when, in truth, the company could not begin operations under the lease until the season had nearly expired, will result in serious

loss to the company, and is manifestly not in accordance with the true intent and meaning of the contract existing between the company and the Government.

It will be perceived that it has cost the company the same amount of money to support the natives during the winter of 1870 that it would have cost had the catch been four times as large.

Under the most favorable adjustment of the question of rent, the company will inevitably lose a large sum of money in the first year's operations.

For these and other reasons before given, and because it is just and right as between the company and the United States, I would respectfully request the honorable Secretary to take from the special deposit of \$27,500, made by the company with him to cover the rent for 1870, an amount proportioned to the number of skins actually taken under the lease; that is to say, the whole rent being \$55,000, the maximum number of skins allowed to be taken being 100,000, and the number actually taken under the lease for 1870 being 6,450, the amount of rent exacted should be, as we believe, \$3,547.50.

Should the honorable Secretary require positive proof of the number of skins taken, as above stated, it will be furnished from the islands on the return of the Alexander from her next trip, some time in October next. The certificate of the special agents of the Treasury at the islands, establishing the facts as herein stated, can at that time be produced.

Trusting that a favorable adjustment of this matter may be made at an early day, I have the honor to be, sir, your obedient servant.

JNO. F. MILLER,

*President Alaska Commercial Company.*

Hon. GEO. S. BOUTWELL,

*Secretary Treasury, Washington, D. C.*

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No. 41.

TREASURY DEPARTMENT,  
*Washington, D. C., June 28, 1871.*

SIR: You are authorized to proceed to the seal-islands, Alaska, by the steamer Alexander, which is expected to leave San Francisco about the 10th of July next, for the purpose of aiding Captain Bryant in the discharge of his duties there while he shall remain, and with authority, in case he should leave, as it is now expected he will in the autumn, to take charge of the islands in reference to the seal-fishery.

You are instructed to see that the laws of the United States concerning the seal-fishery under the contract with the Alaska Commercial Company are observed; that the natives are protected in their rights; and, in general, you will perform all those acts which shall appear to be necessary for the interests of the United States in those islands.

Should Captain Bryant decide to remain at the islands during the winter, you can also remain through the winter and following season, should it be deemed necessary by him; but in case your services are not required, you may return by the earliest opportunity, bringing with

such reports as Captain Bryant may transmit, together with a written report of whatever you may deem of importance to the Department. During your absence you will be allowed your salary as a clerk, and so all necessary actual expenses.

Very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

STEPHEN N. BUYNITZKY, Esq.,  
*Secretary's Office, Treasury Department, Washington, D. C.*

No. 42.

TREASURY DEPARTMENT,  
*Washington, D. C., June 30, 1871.*

SIR: I transmit herewith a copy of lease to the Alaska Commercial Company of the right to take fur-seals in the islands of Saint Paul and Saint George, Alaska.

The inclosed copy is furnished for your use, and that of Special Agent Charles Bryant.

I am, very respectfully,

J. F. HARTLEY,  
*Acting Secretary.*

Mr. S. N. BUYNITZKY,  
*Secretary's Office, Treasury Department.*

No. 43.

TREASURY DEPARTMENT,  
*Washington, D. C., July 14, 1871.*

SIR: Your letter of the 13th ultimo is received, requesting, for reasons therein stated, a reduction of the stipulated rent of the islands of Saint Paul and Saint George, Alaska, proportionate with the number of seal-ins actually taken from such islands for the year ending May 1, 1871. In reply, I have to say that the Department has concluded to take no action in the matter, until a report shall have been had on the subject from United States special agent in charge of said islands, or it shall have had an opportunity to confer with him in regard thereto.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

JOHN F. MILLER, Esq.,  
*President Alaska Commercial Company, San Francisco, Cal.*

No. 44.

OFFICE SPECIAL AGENCY,  
*Saint Paul's Island, Alaska, July 15, 1875.*

SIR: I have the honor to inform you of the arrival at this island, on the 11th of the present month, of the bark Cyane, of and from San Francisco direct, owned and controlled by the Alaska Commercial Com-



pany, and laden with supplies for this station; said bark returns via Onalaska and other stations, and will take no fur-seal skins. I hereby acknowledge the receipt, by way of Kodiak, of Department letter appointing Samuel Falconer special agent, dated December 28, 1870, and marked "H. S. V." in the upper left-hand corner; also, an accompanying letter of instructions in connection therewith, dated January 3, 1871, and marked "O. D. M." in the left-hand corner; also, twenty-five blank pay-vouchers. I herewith inclose a duplicate copy of certificate of fur-seal skins shipped per steamer Alexander May 19, 1871.

I have the honor to remain, yours,

CHARLES BRYANT,  
*Special Agent Treasury Department.*

Hon. GEORGE S. BOUTWELL,  
*Secretary Treasury.*

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No. 45.

SPECIAL AGENT'S OFFICE.  
*Saint George's Island, August 3, 1871.*

SIR: I have the honor to report the arrival of the steamer Alexander at this island on the 2d instant, bringing a cargo of all needed supplies for the coming winter.

Since the date of my last report, May 14, 1871, the harmonious relations heretofore existing between the natives and the Government and company have continued uninterrupted, the natives having worked faithfully during the past two months in securing skins and provisions for their sustenance next winter; and I am happy to state that, with the co-operation of the company's agent, Mr. Brown, I have succeeded in so far restricting the quantity of spirituous liquor brewed by them from their sugar and flour rations that no intoxication has been manifested.

The number of skins secured to this date amounts to about 19,000, of which some 17,000 of this year's catch and 3,000 of last year's will be at present shipped per Alexander, as per certificates herewith inclosed.

Please find also inclosed certificates for 20 cords of wood turned over to the natives by the company for their use, in accordance with the terms of the lease, and for a full supply of salmon for gratuitous distribution during the winter.

The meteorological record has been kept in accordance with your instructions, and returns are hereto appended, showing an average temperature for the month of May, 38° 32'; June, 40° 85'; and July, 44° 09'. On the night of the 12th ultimo, two sharp flashes of lightning were experienced, accompanied by thunder and heavy rain; and it was noticeable on the next morning the bachelor rookeries were nearly deserted, the seals having gone into the water; they, however, returned during the day.

The school which was supported through last winter has been suspended for the sealing-season, but will be again opened as soon as it shall seem profitable to do so.

I am, respectfully,

SAMUEL FALCONER,  
*Special Agent.*

CHARLES BRYANT, Esq.,  
*Special Agent Treasury Department, Saint Paul's Island.*

No. 46.

ISLAND OF SAINT PAUL, ALASKA TER.,  
*August 10, 1871.*

SIR: In pursuance of your instructions of June 28, I took passage on the steamer Alexander, which left San Francisco on the 13th of July, and arrived here on the 31st. I immediately reported for duty to Capt. Charles Bryant, and was detailed by him on the following day to the island of Saint George, where I remained five days, returning to Saint Paul's on the 6th instant.

As Mr. Bryant has concluded to avail himself of the authority given him to return to Washington, and to leave me in charge of the seal islands, I deem it my duty to lay before the Department such facts concerning the sealing business as seem to me to require an immediate modification of the law regulating the same.

The first section of the act of July 1, 1870, makes it unlawful to kill any fur-seals except in the months of June, July, September, and October. This restriction has evidently no other object than to prevent any killing of seals at a time when the hunting of these animals might be prejudicial to the existence of the seal rookeries; but, probably, owing to inaccurate information at the disposal of the framers of the bill, the limits of time are erroneously defined. The beginning of the hunting-season ought to be determined by the condition of the rookeries at each season; that is, no sealing should be allowed before the rookeries are definitely settled, which, at some seasons, happens to be the case in the month of June, but mostly in May. As to the limitation at the end of the season, I cannot discover any particular reason therefor. The fact that the security of the rookeries depends mainly on the manner of hunting, and but partially on the time. All restrictions as to time, while failing to attain the object in view, have proven prejudicial to the successful carrying on of the sealing business, and entailed an unnecessary loss upon the Treasury, and a grievous hardship upon the native population of the islands.

Owing to the enormous taxation falling in the shape of rental and of tax proper upon the sealing business under the present lease with the Alaska Commercial Company, the mode of carrying on the same had to undergo a radical change. Formerly every skin was worth taking; at present, none but choice furs will pay; hence the necessity of beginning the hunting as early as possible, taking very few skins in July, none in August, few in September and first half of October, and most at the end of the season, when the furs, which are very poor during the summer months, have become rich again for the winter, as is generally the case with all fur-bearing animals. The number of working-days being necessarily limited at any season by the peculiar requirements of the seal-hunting, with respect to weather and directions of winds, and the number of seals to be taken from any one drove extremely restricted by the exigencies of the market and the difficulty in selecting the proper victims, it is next to impossible to prepare a large number of good skins within the limits of time prescribed by the law without exhausting the working-energies of the population.

In addition to the advantages above stated, a great difficulty arises from the change which occurred in the tone of the foreign market since the cession of Alaska to the United States. The Russian company used the contract with the London firms for a certain number of seal-skins of average quality, to be delivered on payment of a certain sum in bulk. At pres-

ent the seal-skins are taken in London at so much apiece, according to their size and the quality of the fur, so that seal-skins have been, for instance, sold last year in London in a dozen categories, ranging in prices from 55 down to 7 shillings apiece, but few skins being classified in the higher and the greater number in the lower categories; thus the average price obtained last year did not fully amount to 20 shillings per skin. Under the existing circumstances, it is evident that the sealing business cannot be successfully carried on without the utmost exertion on the part of the officers of the government and the agents of the company for the establishment of a new system, which certainly interferes with all former notions and habits of the natives, and creates the necessity of a training altogether novel to them. However successful may be such training, no completely satisfactory results may be attained without the immediate removal of the existing restrictions as to the time of sealing.

Coming to the results of this year's season, I take pleasure in stating, to the honor of all parties concerned, that they have done better than might have been expected under the difficulties described above, the number of skins reported for tax this season being over sixty thousand, (60,000.)

I am, sir, with great respect, your most obedient servant,  
STEPHEN N. BUYNITZKY,  
*Clerk.*

No. 47.

SPECIAL AGENT'S OFFICE,  
*Saint George's Island, A. T., August 5th, 1871.*

This certifies that the Alaska Commercial Company has this day shipped per steamer "Alexander," from this island for San Francisco, three thousand fur-seal skins of last year's catch, and sixteen thousand nine hundred and forty-nine fur-seal skins of this year's catch; in all nineteen thousand nine hundred and forty-nine skins.

SAMUEL FALCONER,  
*Special Agent Treasury Department.*

No. 48.

OFFICE SPECIAL AGENCY,  
*Saint Paul's Island, Alaska, August 11, 1871.*

I hereby certify that the Alaska Commercial Company has this day shipped per steamer "Alexander," for San Francisco from Saint Paul's Island, forty-one thousand and eighty (41,080) fur-seal skins of this year's catch, and three hundred (300) fur-seal skins in bundles, taken April 28, 1870.

CHARLES BRYANT,  
*Special Agent Treas. Dept.*

No. 49.

HEADQUARTERS SPECIAL AGENCY,  
*Saint Paul's Island, Alaska, August 11, 1871.*

ON. GEORGE S. BOUTWELL,  
*Secretary of the Treasury:*

I have the honor herewith to transmit a copy of certificate to collector customs at San Francisco, of shipment of fur-seal skins, per steamer Alexander," this date.

I have the honor to remain,

CHARLES BRYANT,  
*Special Agent Treas. Dept.*

No. 50.

CUSTOM-HOUSE, SITKA,  
DISTRICT OF ALASKA, COLLECTOR'S OFFICE,  
*September 23, 1871.*

SIR: I have the honor to acknowledge receipt of your letter of the 14th of July last, advising me that "information has reached the Department that several parties at this port are permitted to land and receive spirituous liquors, and also that a brewery has been established at Sitka, for the manufacture of beer;" and directing me to inform the Department whether the above information is true.

This letter was received at this office on the 14th of August last, but I being absent at the time, at Kodiak and Ounalaska, which ports I visited on official business, and having only returned to this place the day before yesterday, I have been unable to reply to it until now.

Whoever gave the information that several parties had been permitted to land and receive spirituous liquors at this or any other port in this district, for sale or trade, made a statement which he must have known to be false. It was no doubt made by some law-breaker who had his liquors seized by me, and who now feels sore about the matter.

The only instance when distilled liquor was allowed to be landed here for purposes of trade, was in the case of Mr. J. A. Fuller, of this place, and the circumstances under which this landing was permitted are as follows: Mr. Fuller, who is also the postmaster, keeps a drug-store, and it was absolutely necessary for him, in order to carry on his business, to have a small supply of alcohol to make his tinctures and other preparations with, I allowed him to send for such supplies as he might, from time to time, require. Mr. Fuller never ordered any alcohol without first notifying me of it; and that the privilege thus granted him has not been abused, is shown by the fact that during the last twelve months he has only received about five gallons, part of which he has still on hand.

I do not think that the Department will consider this a violation of the spirit of its instructions, or the executive orders. A drug-store is an absolute necessity in a community, but it cannot be carried on if the supply of alcohol is entirely cut off.

I have permitted the officers of the Army and Navy to send for, and to use at this port, wines and liquors in limited quantities, for their *own personal use*; and in connection with this would respectfully refer to my letter upon the subject, of October 6, 1870, wherein I said, "The officers of the Army and Navy stationed at this place have inquired of me

the recent instructions will prevent them from sending for a limited quantity of wine for their own private use. I have told them that I did not think that it was the intention of the Government to deprive them of their table-wines, and that if they would certify, on honor, that the wines sent for were for their own personal and private use, in my opinion no objection would be made. Please direct me on this point. I am desirous to carry out your orders to the very letter, and all I ask is to be fully instructed." As no answer was received to this letter, the inference was that the Department approved of my course, and, as above stated, permission was given to these officers to receive such small quantities of wine, &c., as they needed for their own use.

With these two exceptions there has never been any distilled liquor allowed to be landed; on the contrary, all liquors that could be discovered have been seized and disposed of under instructions from your Department. Wines, ale, and porter have been taken possession of, are now kept by me, and will only be delivered to their owners when these parties are ready to comply with your orders and ship the same out of the district.

In regard to the establishment of a brewery at this place for the manufacture of beer, I would again quote from my report of October 9th, 1870: "I have also to report that there are, and have been for over two years, two breweries in active operation at this place. I can find no law authorizing me to interfere with them, especially as it is a doubtful question whether or not lager-beer is an intoxicating drink. But the internal-revenue tax ought certainly to be paid on the beer made. Special Agent Wicker has called the attention of the Department to this matter, but as that officer left the Territory on the 4th of February last, it is not known what instructions he received in reference thereto." As no answer was received to this report, I did not feel authorized to take any steps in the matter, for I had every reason to believe that, if the Department wished me to interfere with the manufacture of beer, instructions would have been issued me. These two breweries have since been consolidated into one, which has been and is now in active operation. It does seem somewhat strange that this state of things should be permitted to continue. Under your instructions I have as above stated, and repeatedly, reported before taking possession of all ale and porter imported from other places, while right here beer is made and sold in unlimited quantities. The public papers (Alaska Herald, San Francisco Chronicle, New York Herald, &c.) have taken up the case, and as they cannot understand my actions in preventing malt liquors made at San Francisco from being landed in this district, while at the same time any amount of it is being made here at Sitka, and no steps taken to prevent it, have charged me with being personally interested in the brewery at this place. That such is not the case I do not deem it necessary to assure you.

I would again call your special attention to my letter of October 6, 1870, bearing upon all these matters, and the recommendations therein contained.

I am, sir, very respectfully, your obedient servant,

WILLIAM RAPUS,  
*Collector, &c.*

HON. GEORGE S. BOUTWELL,  
*Secretary of the Treasury, Washington, D. C.*

## No. 51.

SAN FRANCISCO, *October 20, 1871.*

SIR: Intending to establish a trading station at or near Fort Yukon, in Alaska, and being informed that the military department of the Pacific had jurisdiction over and control of the buildings owned by the United States at that place, we had the honor to address a letter to Major-General Schofield, (copy inclosed,) in which we proposed to occupy the buildings as lessees of the Government, at a nominal rent, acting as the agents of the United States, to take care of the same.

General Schofield having referred our letter to the honorable Secretary of War, we have been favored with a reply, (copy inclosed,) in which we understand the honorable Secretary of War to disclaim any control or jurisdiction over Yukon, and he refers us to the honorable Secretary of the Treasury.

We beg therefore to submit our application to the consideration of the honorable Secretary of the Treasury, and to propose further that should the honorable Secretary prefer to sell the buildings mentioned, we will become the purchasers at a fair valuation.

If the sale of the buildings is deemed inexpedient, we respectfully request permission to occupy the same upon such terms and conditions as the honorable Secretary may deem proper.

We have the honor to be, sir, your obedient servants,

HUTCHINSON, KOHL & CO.

Hon. GEO. S. BOUTWELL,

*Secretary of the Treasury, Washington, D. C.*

## No. 52.

FAIRHAVEN, MASS., *November 10, 1871.*

SIR: I have the honor to report the arrival at Saint Paul Island, Alaska Territory, on the 31st of July last past, the Alaska Commercial Company's steamer Alexander, from San Francisco, having on board as passengers Stephen N. Buynitzky, esq., a clerk of the Department, with authority to take charge of the island, and allow me to report for duty in the Atlantic States, and now beg leave to submit the following report: For the details of my administration from the time of my taking charge of the seal-islands, July 10, 1870, until the departure of the Alaska Commercial Company's steamer Constantine, October 19 of the same year, I beg leave to refer to my former reports, dated July 14 and October 19, respectively.

The sealing season had so nearly expired at that time that only 1,600 seals were taken for their skins. November 2, about four inches of snow fell, and it became sufficiently cold for the purpose. The natives commenced taking their supply of winter food, and completed it the 11th of the same month, taking in all 2,800 young seals. These were obtained by driving the females with their young to the uplands, where the pups were caught and examined, males only being selected for this purpose, when the others are allowed to return to the rookery, and those selected were driven to the village and slaughtered; after which the chiefs apportion to each family their part. Some are preserved by salting; others suspend them on poles, allowing them to freeze, and are so preserved or eating fresh. These pups at this time are four months old, and weigh, on the average, 36½ pounds. Their skins have no commercial value.

The principal occupation of the natives during the winter months is hunting foxes, which abound in large numbers on the island, for their skins for sale, and shooting such small game for food as can be found at that time of year. The present year the company have paid premiums to the parties getting the three highest numbers, and under this stimulant 1,400 were taken during the months of November, December, January, and February.

During the holidays, from Christmas to Lent, there was much drunkenness from beer, made by fermenting sugar and flour together. The evil became so great that it became necessary to restrict the sale to a bare ration, sufficient for their tea, and even then so strong was their appetite that they would associate together and save their small allowance until enough could be had to have a holiday, as they term it. This was especially the case on birth and saints' days. Fortunately, it does not make them quarrelsome. I was twice necessitated to interpose my authority to prevent disturbance among the natives, and once a difficulty occurred between the first chief, when drunk, and one of the employés of the company, which led to some dissatisfaction among the people, but was amicably arranged. There is no authority in the native government or provision for punishing crime, other than the church by penance, and this seems insufficient for this kind of misdemeanor. It would seem worthy of consideration whether authority should not be given the officer in charge of the island to impose small fines in these cases and apply the proceeds to relieving the necessities of the poor.

The only possible place where a school could be accommodated was the dining-room of the employés of the company, and that could be had only two hours each afternoon. As early as practicable a school was opened, and both parents and children were deeply interested in its success. It was attended by twenty-nine scholars between the ages of five and eighteen, the average attendance being 95 per cent. All learned the alphabet, and many to read simple sentences, but great difficulty was experienced in enabling them to understand the meaning, their isolated condition being unfavorable to the development of ideas, and it was found that the only effective method was object-teaching, for which there existed a scant supply of material. The school had to be closed in April, and, owing to the difficulty of many attending during the sealing season, it had not been resumed. At the time of my leaving, (August 15,) a large building was being fitted expressly for the school, and a place for the people to assemble.

The past winter has been the most severe in long-continued cold weather in the memory of the oldest inhabitants of the island. On the 5th of February large bodies of drift-ice came down from the north, enveloping the island on all sides, and did not finally disappear until May, a period of ninety days. Although no considerable ice formed along the shores of the island, huge sheets of this drift-ice, three or four feet thick, were pushed by the tide high on the rocks, and remained obstructing the rookeries until late in June, before melting. Owing to this cause the seals were a month later than usual in landing, and many landed in a crippled condition, exhibiting evidence of having suffered injury in washing through the large bodies of ice to the south of the island.

May 15, 1871, the Alaska Commercial Company's steamer *Alexander* arrived from San Francisco, having on board the general agent of the Alaska Commercial Company, and a number of employés of the company, to reside permanently on the island. The steamer had also as passengers, the Russo-Greek bishop from San Francisco, with his attend-

ts, making a parochial visit, and to minister to the spiritual wants of the people. The steamer having touched at Saint George, in accordance with verbal orders given him by me, Special Agent Samuel Falconer, Esq., came to confer with me in regard to the affairs of that island. The steamer brought all needful supplies and materials for conducting the business of taking seal-skins. These were landed, and a small number of seal-skins shipped, (3,448, as per certificate dated May 19, 1871.) The steamer sailed on the 19th for San Francisco.

A small number of seal were taken for food during the month of May, and the skins salted.

June 1, the seals being present in sufficient numbers, the company commenced taking skins. This employed all the natives steadily, the working-force of the island being just sufficient to perform the work in the given time.

June 11, the company's bark Cyane arrived from San Francisco, laden with lumber, wood, and salt for the island.

There were several families residing on the island who came here in the employ of the former Russian fur company, from the island of Kodiak. At the time of the transfer of the territory, four of these attracted to work in the employ of Williams & Havens, of New London, Connecticut, to be returned by them to Kodiak at the end of the sealing season of 1869. It not being convenient for the agent of Williams & Havens to do this, they agreed with him to cancel said contract, and received one hundred dollars each instead of the conveyance to Kodiak, and have since resided on the island, sharing with the other natives in the labor and proceeds of the sealing business. As the bark Cyane was to return by way of Kodiak, and the agent gave them permission to take passage, four families availed themselves of it. These obtained eight adults and five children.

The bark having landed her supplies, sailed again on the 16th for San Francisco, via Onalaska and Kodiak, and the sealing was continued until July 31.

July 31, steamer Alexander arrived from San Francisco with the supplies for the ensuing winter. After landing part of her cargo August 1, the steamer visited the island of Saint George to land supplies and take aboard skins; Stephen N. Buynitzky, acting under verbal orders from me, taking passage on her for the purpose of conveying to Samuel Falconer a letter of appointment as special agent of the Treasury Department, also a letter of instructions from myself, a copy of which, with a copy of his report on the condition of that island, I herewith inclose.

There are on the islands a population of 370 natives, so called; these are about one-half pure Aleutian blood, the other half of creole blood; several the foreign element predominates. They have a well-organized system of government, under chiefs of their own election, subject to removal at the will of the people, whenever they choose. Those now living have done so for three years, and are very efficient men. They exercise a kind of patriarchal supervision over the affairs of the whole people, but possess no power to enforce their authority beyond the expression of their will. This meets all their wants as a simple community, but there sometimes arise contingencies when this is insufficient. The proceeds of the sealing business are a common property, shared by all, and all are expected to participate in the labor.

Sometimes, when delivering skins to ships, some are disposed to shirk their duty for apparently frivolous reasons. In such cases I have felt obliged on to exercise my authority. There, too, is always a liability of differences arising between natives and the employes of the company.



which call for the exercise of judicial powers. These make it worth while to consider how far the resident officer should be empowered to act in cases where an appeal to the Department would require a year to get a decision.

The population of Saint Paul is 249; that of Saint George, 127; this is somewhat unequal in proportion to the labor and proceeds of the sealing business, Saint Paul having two-thirds of the population, with three-fourths of the labor and proceeds; but this will probably be equalized by the removal of some of the people from Saint George to Saint Paul.

The population of both islands, except the chiefs, who live in wooden houses of their own, are living in underground houses built of turf, containing three compartments; an outer one, where in an open space the cooking is done, with blubber for fuel; a middle one, half wash-room and half out-house; an inner one, not larger than ten by twelve, lighted by a single sash. Not half of these have wooden floors or ceilings. Here, crowded together, without ventilation, to keep themselves warm as they best can by animal heat during long, tedious winters, sickness necessarily prevails; and without means to struggle against or for comfort, their average life is shortened, and its later years full of pain and suffering, while full half the infants, for want of care, do not live to six months. And this, where the experience of the military and civil officers and employes of the company demonstrates the climate to be especially favorable to robust health. I would most respectfully ask, in behalf of these people, that application be made to Congress for an appropriation to furnish material to build small wooden houses above ground. There are native carpenters sufficiently skillful to do all the labor. All that would be necessary is to furnish the material at the islands, and place it in charge of the Government officer, who could see to its proper disposal and use. Such material would cost at the island five hundred dollars per house, and the number required would be on Saint Paul forty, and Saint George twenty. The company propose building such houses and allow the natives to live in them, but refuse to sell the lumber or houses to them, being averse to the natives acquiring any right or title to such property on the island. This, for obvious reasons, ought not to be. The natives are already more than sufficiently dependent on the company, and ought not to hold their houses at the will of the resident agent. Congress, by leasing their island and taxing its only industry, the seal fishery, so heavily as to preclude the company's being liberal, owe it to them to see that they have every reasonable comfort, and are fully protected in their rights. It is doubtful whether, without the right of ownership in their houses, they can be induced to change their confirmed habits, so as to secure the necessary conditions of cleanliness and comfort desirable for their better health. Some method might be adopted by which they might repay the outlay for their houses, as the proceeds of the seal fishery, \$30,000 on Saint Paul, and \$10,000 on Saint George, annually paid by the company, is amply sufficient, with proper economy, for all the comforts and many of the conveniences of civilization.

In my report to the Department, dated October 19, 1870, I had the honor of calling the attention of the Department to certain exigencies existing under the new arrangement of affairs at the islands. One was that a suitable building be erected on each island for the accommodation of the Government officers, they being now dependent on the company, whose means are limited for their own employes. Another was that a physician be allowed for each island and paid by the Government.

and a suitable building erected for their accommodation. Should this be granted, I would suggest that one building be erected for both purposes, as less expensive. The other was that an additional officer be appointed to each island, and this I deem important for the following reasons: The interests of the Government are too great to be left dependent on the health of a single officer, the great distance and infrequent communication rendering it liable that a whole year might elapse before information could be transmitted and the want supplied. Another, and equally important, is that the nature of the business is such that the required knowledge necessary to keep the Government informed of its condition in advance can only be obtained by a residence on the island, at least one year, and by careful observation comparing one year with another; nor can it be imparted to another, unless on the ground, and, in the event of a change of officers, the experience of the one leaving would be lost to the Government.

The whole number of seals taken during the year 1869, as ascertained from the actual account on their delivery in July, 1870, was:

Saint Paul's Island .....	60,992
Saint George's Island .....	24,909
Total .....	85,901

*Seals killed during the year 1870.*

*On Saint Paul's Island:*

From April 28 to July 1 .....	3,988
July 1 to October 9, salted .....	6,449
skins not salted .....	278
October 9 to November 30, salted .....	1,597
skins not salted .....	202
Young seals killed for winter supply of food .....	2,800
Total .....	15,314

*Saint George's Island:*

Previous to July 1 .....	1,799
July 1 to October 10 .....	4,957
October 10 to close of the season .....	473
Seals for winter supply .....	1,200
Total .....	8,459
Grand total for 1870 .....	23,773

*Skins taken during the present season, 1871, up to July 31.*

*On Saint Paul's:*

Seals, for native food .....	418
Seals .....	20,042
Y .....	24,705
skins rejected .....	335
Total .....	45,503

Saint George's Island, as per report of special agent, Samuel Falconer, up to July 31 .....	17,000
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Total on both islands up to July 31, 1871 .....	62,503
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Beside the above, 1 per cent. should be allowed for loss by heating while driving and otherwise; this will cover all seals killed at the islands. During the interval between July 1, the date of the act authorizing the use and its promulgation at the islands October 10, there were killed on Saint Paul's, 6,449, and on Saint George's, 4,987 animals for food for the natives. These were mostly one-year-old seals, and their skins are of prime value. Of these, there were reserved in accordance with

the plans stated in my report of July 14, 1870, and salted on Government account, on Saint Paul's, 2,040, and on Saint George, 1,500 skins. These are the same mentioned in my report of May 19, 1871, the necessary order for the shipment of which miscarried by mail, and I only received the certified copy at the date of my leaving the island, when no opportunity occurred for shipping them, the steamer being loaded to her fullest capacity with skins belonging to her owners. The remainder of these skins are in the hands of the Alaska Commercial Company; not being worth the tax, are left on the islands.

Skins damaged by cutting have always sold at half price in market, and the same rates been paid for them at the salt-house. Since the leasing, they not being considered worth the tax, have been rejected by the company. This has resulted in no loss, as will be seen by reference to the foregoing statement. Formerly the average of cut skins equaled 6 per cent. of the whole; since their rejection the average has decreased to three-fourths of one per cent.

About six thousand gallons of oil have been rendered, at a cost of 25 cents per gallon, by allowing the natives 6 cents per gallon for skinning and carrying the blubber to the place of rendering—a compensation scarcely in proportion to the labor, as the saving of the oil doubles the skinning and carrying. The cost of rendering, 25 cents, added to the tax, 55 cents, makes a total of 80 cents per gallon at the island, while the market value is less than 50 cents. It must be obvious no company can afford to incur the expense necessary for carrying on a business involving such positive loss. In my opinion, no great revenue can be derived from taxing the oil, and as the natives are the parties most to be benefited by its saving by us, its affording an additional industry to their island, I would suggest that in place of a revenue tax there be established a regulation fixing a stipulated price, say 20 cents per gallon, to be paid by the company to the natives for all the oil shipped from the island. This would leave a margin sufficient to pay the cost of rendering and shipping. In this way about fifty thousand gallons of oil may be obtained annually above or over what blubber is required by the natives for fuel. The proceeds of this would enable them to purchase wood or coal to warm their houses in winter. The blubber, being entirely unfitted for that purpose, is now burned in an out-house for cooking only, the sixty cords of wood now annually distributed among them being insufficient for baking purposes.

The breeding rookeries, so called, are the rocky shores, selected by the old males for that purpose. They are of variable length, from one-eighth of a mile to three miles in length, and from five to fifty rods in width, separated from each other by intervals of sand beach, from a few rods to six miles in length. The old males land early on these places, and prevent any but females occupying them with themselves. All the other classes, with those selected for killing, occupy the uplands immediately in the rear of these. It is claimed by the natives that the seals return invariably the second year to their places of birth, and, when not too often disturbed by driving, continue to do so. This is important, as will appear, and I have instituted experiments to determine the fact, by having one hundred male pups selected before they leave, and marked by cutting off the right ear, on a rookery one mile north of the village, and a like number with the left ear, on a rookery to south of village. This has been done for two years, and next year the first will be old enough to be taken. The seals occupy the southeast and southwest shores of the island, a distance of twenty-five miles. For convenience, and to save long driving, three salt-houses have been built, one at the

llage, one five miles west of that point, and one at northeast point, twelve miles distant. It being more convenient to take and ship skins from the village, the tendency is to kill an undue proportion of the whole number to be taken from the island from the adjacent rookeries, which contain less than one-fourth of the number. To do this necessitates their being driven at too short intervals from the same places, so that those driven to the killing-ground, and allowed to return to the water as unfit for present use, do not return to their old places, but drift to more distant parts of the island. This has been the effect from the season of 1868, as over one-half the skins taken each year have been from these places. I would, therefore, suggest a regulation be established, requiring the seals to be taken from all the rookeries in such number as the size of the rookery bears to the whole on the island.

The breeding males and females occupy the same ground, from year to year, without leaving their places until the end of July, and no other classes mix with them. These have clearly-defined boundaries, entirely separate from the grounds occupied by the classes driven for killing, and are never disturbed by it.

As these are the sources that produce the supply, and the age at which most of them are killed is three years, their condition will furnish a standard by which to estimate the product three years in advance. A careful comparison of their condition the present year, 1871, with those of 1869 and 1870, shows a decrease in the number of females the present year equal to ten per cent. of the two former years, which showed a gradual increase. This might indicate a necessity for restricting the number to be taken, were it not for the excess of 1870, which will compensate the deficiency for one year; but should two successive years of decrease follow, it will be different. This decrease is the same in the rookeries where no seals have been taken since 1868 as those that have been worked continuously. Whatever may be the cause of this decrease, I am sure it must be looked for outside of the islands, a period of the year in which we have little or no positive knowledge of their habits. Sufficient search has been made for their winter abodes, with a view to taking their skins, to prove they do not land in any considerable numbers on any known land. They begin to leave the islands early in October, and by the middle of December have all left, and none are seen again until April or May. A few hundred, mostly young pups, are taken by the Indians around Sitka, twelve hundred miles east of the islands, during the month of December, and again in March, on their way returning to the islands, and, in February, off the coast of British Columbia, but in such small numbers as to make no appreciable difference to the immense number that visit the islands annually. This is about all that is known positively of their winter habits. It is evident that sharks or other voracious fish prey on the young pups, while in the water, from the fact that of more than a million pups, annually leaving the islands, not one-third return to them in spring.

The time of the arrival of the seals in the spring varies with the season, from the middle of April to the middle of May, and they are present in sufficient numbers for taking their skins before the 1st of June.

In such cases a discretionary power may be granted to the officer, as the least interested party, but as this is the time when they are most easily disturbed, it should be done with caution.

The new system may now be considered as fairly inaugurated, and although it has not been done without some friction on both sides, no serious differences have arisen, and it is now working harmoniously. The supplies have been abundant and of good quality, and sold in quan-

tities desired, except sugar, which, for reasons before stated, has been restricted.

All the conditions of the lease have been as fully complied with as the conditions of the situation permitted. And the Alaska Commercial Company, by their previous establishment on the island, and acquaintance with the business, have been able to meet these difficulties better than any other, less favorably situated, could have done. And in the suppression of intemperance, and introduction of sanitary measures, I have had the hearty co-operation of the agent and employes of the company.

I have the honor to remain,

CHARLES BRYANT,  
*Special Agent Treasury Department.*

Hon. GEO. S. BOUTWELL,  
*Secretary of the Treasury.*

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No. 53.

TREASURY DEPARTMENT,  
*Washington, D. C., November 29, 1871.*

GENTLEMEN: In reply to your letter of the 20th ultimo, asking permission to occupy the buildings owned by the Government in Alaska, known as "Fort Yukon," I have to inform you that for the present the Department must decline granting your request.

Very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

Messrs. HUTCHINSON, KOHL & Co., P. O. Box 1134,  
*San Francisco, Cal.*

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No. 54.

TREASURY DEPARTMENT,  
*Washington, D. C., December 12, 1871.*

SIR: The president of the Alaska Commercial Company addressed a letter to the Department on the 13th of June, 1871, requesting, in behalf of said company, a reduction of the amount of rent to be paid by them for the year ending May 1, 1871, under their lease of the islands of Saint Paul and Saint George, Alaska, alleging that a comparatively small number of fur-seal skins were obtained by the company during the year 1870, the whole catch comprising 3,448 on the island of Saint Paul, and 3,000 on the island of Saint George.

I will thank you to inform the Department how many fur-seal skins were taken by said company on these islands during the last six months of the year 1870.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

Capt. CHARLES BRYANT,  
*Special Agent, Washington.*

No. 55.

WASHINGTON, December 16, 1871.

SIR: I have the honor to acknowledge the receipt of Department letter dated December 12, 1871, and marked E. G. O. D. M. and B. in the upper left-hand corner, asking information of the number of fur-seal skins by the Alaska Commercial Company on the islands of Saint Paul and Saint George, Alaska Territory, during the last six months of the year 1870, and beg leave to submit the following reply: There were taken on the island of Saint Paul six thousand and five, (6,005,) and on Saint George three thousand nine hundred and sixty, (3,960,) making a total for both islands of nine thousand nine hundred and sixty-five (9,965) fur-seal skins.

I have the honor to remain,

CHARLES BRYANT,  
*Special Agent Treasury Department.*

Hon. GEORGE S. BOUTWELL,  
*Secretary of the Treasury.*

No. 56.

WASHINGTON, D. C., January 23, 1871.

SIR: The undersigned have the honor to offer the sum of one hundred dollars per annum rent for the buildings at Fort Yukon, in Alaska, belonging to the United States, and keep the same in repair.

Very respectfully, your obedient servants,

HUTCHINSON, KOHL & CO.

To the honorable the SECRETARY OF THE TREASURY.

No. 57.

TREASURY DEPARTMENT,  
*Washington, D. C., January 25, 1872.*

I inclose a draft of a bill in reference to the management of the seal-fisheries in Alaska, which has been prepared after consultation with Captain Bryant, and for which I ask the favorable consideration of the committee.

Very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

Hon. SAMUEL SHELLABARGER,  
*Chairman Committee on Commerce, House of Representatives.*

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury be, and he is hereby, authorized to appoint one agent and three assistant agents, who shall be charged with the management of the seal-fisheries in Alaska, and the performance of such other duties as may be assigned to them by the Secretary of the Treasury; and the*

said agent shall receive the sum of ten dollars *per diem*, one assistant agent the sum of eight dollars *per diem*, and two assistant agents the sum of six dollars each *per diem* while so employed; and they shall also be allowed their necessary traveling-expenses in going to and returning from Alaska.

SEC. 2. *And be it further enacted*, That the Secretary of the Treasury be, and he is hereby, authorized to erect a dwelling-house upon each of the islands of Saint Paul and Saint George for the use of said agents, the cost of both not to exceed the sum of six thousand dollars.

SEC. 3. *And be it further enacted*, That the said agents be, and they are hereby, empowered to administer oaths in all cases relating to the service of the United States, and to take testimony in Alaska for the use of the Government in any matter concerning the public revenues.

No. 58.

TREASURY DEPARTMENT,  
Washington, D. C., January 25, 1872.

GENTLEMEN: In reply to your letter of the 23d instant, I have to say that you are hereby authorized to occupy, until otherwise ordered, the Government buildings at Fort Yukon, Alaska, upon payment of rent therefor at the rate of \$100 per annum, it being provided that you are to keep said buildings in good repair.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

Messrs. HUTCHINSON, KOHL & Co.,  
Washington, D. C.

No. 59.

TREASURY DEPARTMENT,  
Washington, D. C., January 31, 1872.

SIR: I transmit herewith a communication, dated San Francisco, the 13th of June, 1871, from Mr. John F. Miller, president Alaska Commercial Company, requesting a reduction of the amount of rent to be paid by said company, under its lease of Saint Paul's and Saint George's Islands, Alaska, for the year ended May 1, 1871.

I also inclose a copy of the lease, and a letter from Special Agent Bryant, dated the 16th ultimo, relative to the number of seal-skins taken on the islands named during the last six months of the year 1870.

I have to request an expression of your opinion as to whether the contract of the Government with this company would in any way be invalidated by granting this request.

Also return the inclosures.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

Hon. E. C. BANFIELD,  
*Solicitor of the Treasury.*

No. 60.

TREASURY DEPARTMENT,  
*Washington, D. C., February 13, 1872.*

SIR: I transmit herewith a petition from certain citizens of Massachusetts, that has been referred to the Department by the Committee on Commerce, United States Senate, for information and suggestion, praying the enactment of a law for the protection of walrus in the Arctic seas.

I will thank you at your earliest convenience to furnish the Department with such information relative to the walrus as you may be able to give, and to state whether, in your opinion, legislation for the protection thereof is necessary or desirable; and, if so, to make such recommendations pertaining thereto as you may deem proper. Also return the inclosure.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

CHARLES BRYANT, Esq.,  
*Special Agent Treasury Department, Fairhaven, Mass.*

No. 61.

DEPARTMENT OF JUSTICE,  
OFFICE OF THE SOLICITOR OF THE TREASURY,  
*Washington, D. C., February 13, 1872.*

SIR: I have the honor to acknowledge the receipt of your letter of the 31st ultimo, transmitting a letter from the president of the Alaska Commercial Company, asking a reduction of the amount of rent to be paid under its lease of Saint George and Saint Paul Islands, for the year ending May 1, 1871, together with the lease, and a report by Special Agent Bryant. You request my opinion whether the contract of the Government with the company, under the lease, would in any way be invalidated by granting this request. I am of the opinion that it would.

The company, by the letter of their president, allege that to require payment of the amount stipulated in the lease, viz, \$27,500, as the rent for the period of their operations ending May 1, 1871, "is manifestly not in accordance with the true intent and meaning of the contract existing between the company and the Government."

Should the Secretary coincide with the views of the company by granting their request, it may be considered as an acknowledgment of the fact that their construction of the contract is correct.

The Government accordingly will be subject to any contingency operating to lessen the number of seals captured, and thus the sum to be paid yearly would remain an open question.

The result would be that a favorable action by the Secretary would operate as a new and different lease, inasmuch as the company would have a right to calculate on like action under similar circumstances.

The terms of the lease warrant no such conclusion. Its provisions follow the law, and I find therein no power conferred on the Secretary to reduce the rental, except where he shall, for the preservation of the seals, restrict and limit the number to be killed.

Such a reduction has once, already, been made for this reason, before a seal had been taken, and the rental reduced in proportion. But in the



present case, inasmuch as the seals have already been killed and the year has expired, the reduction asked cannot be made on these grounds.

I think, therefore, that the circumstances of the present case are not such as contemplated by the provision authorizing a reduction of the rental.

The papers received are herewith returned, and I have the honor to be, very respectfully,

J. H. ROBINSON,  
*Assistant Solicitor of the Treasury.*

HON. GEORGE S. BOUTWELL,  
*Secretary of the Treasury.*

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No. 62.

TREASURY DEPARTMENT,  
*Washington, D. C., February 15, 1872.*

SIR: Referring to your communication of the 13th of June, 1871, requesting a reduction of the amount of rent to be paid by the Alaska Commercial Company under its lease of Saint Paul and Saint George Islands, Alaska, for the year ended May 1, 1871, I have to say that the Solicitor of the Treasury, to whom this matter was referred for investigation, expresses the opinion that the terms of the Government's contract with said company will not, under the circumstances stated, warrant the lessening of the amount of the rent for the year in question.

In that opinion the Department concurs, and your request must therefore be denied.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

JOHN F. MILLER, Esq.,  
*President Alaska Commercial Company.*  
*per N. L. Jeffries, Attorney, Washington.*

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No. 63.

TREASURY DEPARTMENT,  
*Washington, D. C., February 20, 1872.*

SIR: I have the honor to acknowledge the receipt of your letter of the 15th instant, inclosing House bill 1342, which passed the House of Representatives on the 5th of February.

The bill was drawn at the Treasury Department, and is the expression of the views of the Secretary of the Treasury, and of other officers of the Government who are acquainted with the seal-fishery in Alaska. I believe that the bill ought to pass. Facts sustaining the bill may be found in the report of Captain Bryant, (who has been acting as agent of the Department in the management of affairs at the seal-islands,) made to Congress during the present session, and printed, I believe, although I am not able to refer to the document.

Very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

HON. Z. CHANDLER,  
*Chairman Committee on Commerce, United States Senate.*

No. 64.

FAIRHAVEN, *February 20, 1872.*

SIR: I have the honor to acknowledge the receipt of a letter from the Department dated February 13, 1872, marked in the upper left-hand corner E. G., O. D. M. B., transmitting a petition of citizens of Massachusetts, praying for the enactment of a law to protect the walruses in the Artic Seas, and also asking further information concerning these animals, and beg leave to submit the following statement:

These animals being nearly allied to the seals, have similar habits. They are found occupying the western shore of the peninsula of Alaska, thence through British Bay westward to Behring Straits, and north as far as Point Barrow, together with the islands of the Diomede, Saint Lawrence, Saint Matthew, and one of the small islands of the fur-seal group, all in Alaska waters, and also on portions of the coast of Eastern Asia, opposite. During the winter months they are believed to be nearly all south of Behring Straits. As soon as the bridge of ice closing these straits in winter becomes broken by thawing in spring, the loose ice is borne and held by the current along the line of permanent ice extending across from the American to the Asiatic shores, in about the latitude of 70° north. The females pass through these straits while the males remain behind, going mostly to the westward along the line of floating ice, where they bring forth their young and nurse them, remaining until late in autumn; when the freezing of the sea commences they again return south. At this time the natives secure their supply of winter food and skins for covering their houses and boats.

These animals yield about twenty gallons of oil and from fifteen to twenty pounds of ivory each. They are not considered of sufficient value to pay to cruise for them alone, but when the vessels first arrive in this sea, and are cruising along this line of ice, waiting for the whales to arrive or show themselves, they come upon large herds of these animals and take them for pastime or the lack of more profitable game.

Knowing all the facts as set forth in the inclosed petition to be a true statement of the case, I earnestly recommend the prayer of the petitioners be granted, and would respectfully suggest, as a supplementary act to the act entitled "An act to prevent the extermination of the fur-bearing animals in Alaska," that it be made unlawful to kill, maim, or otherwise injure any walrus on the shores, bays, rivers, coasts, or islands in the Territory of Alaska, or in the waters adjacent thereto, during the months of June, July, and August each year, under pain of incurring all the penalties of the second section of said act, with its provisions for its enforcement.

I have the honor to remain,

CHARLES BRYANT,  
*Special Agent Treasury Department.*

Hon. GEORGE S. BOUTWELL,  
*Secretary of the Treasury.*

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No. 65.

TREASURY DEPARTMENT,  
*Washington, D. C., February 21, 1872.*

SIR: In compliance with your verbal request, I transmit herewith a copy of the opinion of the Solicitor of the Treasury, dated the 13th in-

stant, pertaining to the application of the Alaska Commercial Company for a reduction of rent under their lease of the islands of Saint Paul and Saint George, for the year ending May 1, 1871.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

N. L. JEFFRIES, Esq., *Attorney at Law,*  
*Washington, D. C.*

No. 66.

TREASURY DEPARTMENT,  
*Washington, D. C., February 28, 1872.*

SIR: I have the honor to inform you that application has been made to this Department, by a missionary priest of the Russian Church in San Francisco, for permission to ship a supply of wine to Alaska for use in the communion services of the Russian churches in said Territory.

Under Executive Order of February 4, 1870, such transaction cannot be authorized.

But in view of the manifest propriety of the object to be attained, I respectfully suggest such modification of said Executive Order as will permit me to grant the request; and herewith inclose the draught of an order for this purpose, if it meets your approval.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

To the PRESIDENT.

No. 67.

EXECUTIVE MANSION,  
*Washington, D. C., February 29, 1872.*

So much of Executive Order of February 4, 1870, as prohibits the importation and use of distilled spirits into and within the Territory of Alaska, is hereby modified so as to permit wine to be shipped to said Territory for use in the communion services of the Russian churches, subject to such regulations as the Secretary of the Treasury may prescribe.

U. S. GRANT, *President.*

No. 68.

WASHINGTON, D. C.,  
*February 29, 1872.*

SIR: I have the honor to submit, professionally, my recollection of the facts connected with the application of the Alaska Commercial Company to the Secretary of the Treasury, asking a restriction of the number of fur-seals to be killed under the company's lease in the year 1870, and the reduction of the rent in proportion to such restriction.

At the time the lease was delivered, the company was advised, by the Acting Secretary of the Treasury, that the Secretary, in response to the company's original application, had fixed the rent for said year at

\$27,500. The attention of the Acting Secretary was then called to the fact that more than one month of the remaining two months in which seals could be lawfully killed in that year would expire before the company could possibly reach the seal-islands, and the request was then made for such further restriction and reduction as would be equitable under the circumstances. To this application the Acting Secretary (Hon. W. A. Richardson) replied, that the question would be taken under advisement for further consideration, and the rent was afterward (April 17, 1871,) deposited with the Treasurer of the United States, with the distinct understanding that the question was reserved until it could be ascertained by the Department what the equities were in the premises.

The request which I had the honor to file in the Department in April last, on behalf of said company, asking for a modification of the original order of the Secretary, in which the rent was fixed at \$27,500, relates and is a reiteration of the verbal request made to the Acting Secretary at the time the lease was delivered to the company, and was intended as, and is, an application to the Department for a decision on the pending question raised by the former application.

N. L. JEFFRIES,

*Of Counsel for the Alaska Commercial Company.*

To the honorable the SOLICITOR OF THE TREASURY.

No. 69.

TREASURY DEPARTMENT,  
*Washington, D. C., March 2, 1872.*

SIR: I transmit herewith, for your information, copies of a communication, dated San Francisco, the 31st of January last, and of Executive order of February 29, 1872, relative to shipment of wine to Alaska for use in the communion services of the Russian churches.

The collector at San Francisco has, under said order, been authorized to allow such shipments to be made, provided that, in his judgment, the quantities specified are not excessive for the purpose intended.

I am, very respectfully,

J. F. HARTLEY,  
*Assistant Secretary.*

WILLIAM KAPUS, Esq.,  
*Collector, Sitka, Alaska.*

No. 70.

TREASURY DEPARTMENT,  
*Washington, D. C., March 13, 1872.*

SIR: You are authorized to purchase, at San Francisco, materials for houses, authorized by the late act of Congress to be erected on the seal-islands, and the collector at San Francisco will be directed to pay vouchers for such materials to an amount not exceeding \$4,000 in all.

Very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

Capt. CHAS. BRYANT,  
*Washington, D. C.*

No. 71.

THE TREASURY DEPARTMENT,  
*Washington, D. C., March 13, 1872.*

SIR: You are authorized to ship the materials that may be purchased by you in San Francisco, under an order bearing this date, for the construction of two houses on the seal-islands, and procure such labor and materials on the islands as may be necessary for the completion of the buildings, bearing in mind that the entire expense, including the materials, must be kept within the limit of the law, viz, \$6,000.

Very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

Capt. CHARLES BRYANT,  
*Washington, D. C.*

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No. 72.

CUSTOMS-HOUSE, SAN FRANCISCO,  
*Collector's Office, March 25, 1872.*

SIR: I deem it proper to call the attention of the Department to certain rumors, which appear to be well authenticated, the substance of which appears in the printed slip taken from the Daily Chronicle of this date, herewith inclosed.

In addition to the several schemes mentioned in this paper, information has come to this office of another, which is being organized at the Hawaiian Islands for the same purpose. It is well known that during the month of May and the early part of June in each year the fur-seal, in their migration from the southward to Saint Paul and Saint George Islands, uniformly move through Onuimak Pass in large numbers, and also through the narrow straits near that pass which separate several small islands of the Aleutian group.

The object of these several expeditions is unquestionably to intercept the fur-seals at these narrow passages during the period above mentioned, and there, by means of small boats manned by skillful Indians or Aleutian hunters, make indiscriminate slaughter of those animals in the water, after the manner of hunting sea-otters.

The evil to be apprehended from such proceedings is not so much in respect of the loss resulting from the destruction of the seals at those places, (although the killing of each female is in effect the destruction of two seals,) but the danger lies in diverting these animals from their accustomed course to the islands of Saint Paul and Saint George, their only haunts in the United States.

It is believed by those who have made the peculiar nature and habits of these animals a study, that if they are by any means seriously diverted from the line upon which they have been accustomed to move northward in their passage to these islands, there is great danger of their seeking other haunts, and should this occur the natural selection would be Komandorsky Islands, (which lie just opposite the Pribolof group, near the coast of Kamschatka,) owned by Russia, and are now the haunt of fur-seals.

That the successful prosecution of the above-mentioned schemes would have the effect to drive the seals from their accustomed course

there can be no doubt. Considering, therefore, alone the danger which is here threatened to the interest of the Government in the seal-fisheries, and the large annual revenue derived from the same, I have the honor to suggest, for the consideration of the honorable Secretary of the Treasury, the question whether the act of July 1, 1870, relating to those fisheries, does not authorize his interference by means of revenue-cutters to prevent foreigners and others from doing such an irreparable mischief to this valuable interest. Should the honorable Secretary deem it expedient to send a cutter into these waters, I would respectfully suggest that a steam-cutter would be able to render the most efficient service, and that it should be in the region of Ounimak Pass and Saint Paul and Saint George Islands by the 15th of May next.

I am, very respectfully,

T. G. PHELPS,  
*Collector.*

Hon. GEORGE S. BOUTWELL,  
*Secretary of the Treasury.*

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[From San Francisco Daily Chronicle, March 21, 1872:]

It is stated in reliable commercial circles that parties in Australia are preparing to fit out an expedition for the capture of fur-seals in Behring Sea. The present high prices of fur-seal furs in London and the European markets has acted powerfully in stimulating enterprises of a like character. But a few days ago we mentioned that a Victoria company was organized for catching fur-seals in the North Pacific. Another party, an agent representing some eastern capitalists, has been in this city for the past week, making inquiries as to the feasibility of organizing an expedition for like purposes.

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No. 73.

DEPARTMENT OF JUSTICE,  
OFFICE OF THE SOLICITOR OF THE TREASURY,  
*Washington, D. C., April 15, 1872.*

SIR: My attention has been called to the letter from this office addressed to you under date of the 13th of February last, relating to the application of the Alaska Commercial Company for a reduction of the amount of rent to be paid under its lease of the islands of Saint George and Saint Paul for the year ending May 1, 1871, and certain additional papers have been filed on behalf of said company.

From these papers I find that it is now claimed that the abatement of rent made by the Secretary for the year above named was not a *final* determination, but that the question of a further abatement was reserved for further consideration, and that the deposit made by the company on the 29th of April, 1871, was in a certain sense a conditional deposit, subject to the final order or decision of the Secretary upon their written request of the 17th of April, 1871.

Upon this state of facts, which did not appear at the time when the question was formerly under consideration in this office, I have the honor to say that if the question was reserved for further consideration and action, as is now claimed, in my opinion it is competent for the Sec-

retary of the Treasury to make such further reduction in the rental for the year ending May 1, 1871, as may seem to him proper and just.

I inclose herewith the additional papers filed in this office relating to the case.

I am, very respectfully,

E. C. BANFIELD,  
*Solicitor of the Treasury.*

HON. GEO. S. BOUTWELL,  
*Secretary of the Treasury.*

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No. 74.

TREASURY DEPARTMENT,  
Washington, D. C., April 18, 1872.

SIR: Respectfully referring to the letter of this Department addressed to you under date of the 15th of February last, denying your application for a reduction of the rent to be paid by the Alaska Commercial Company, under its lease of the islands of Saint Paul and Saint George, for the year ended May 1, 1871, I have to state that that denial was, as stated therein, based upon an opinion of the Assistant Solicitor of the Treasury, to the effect that the terms of the contract between that company and the Government did not warrant the lessening of the rental for that year, the amount to be paid having, as he understood, been definitely fixed by an amendment to the lease dated August 9, 1870.

An examination of the lease shows that the yearly rental to be paid by said company was \$55,000, and that they were restricted in the number of seals to be killed for their fur-skins to 100,000 per annum. The reduction of rent for that year to \$27,500, made in the agreement of August 9, 1870, was based upon the fact that half of the season had then elapsed, and that no more than 50,000 should be killed that year, but it was understood that the maximum number of skins mentioned would be taken. It appears, however, from the report of Captain Bryant, in charge of said islands, that only 9,965 skins were taken that season, or a little less than one-fifth of the maximum number allowed; by which, if a proportionate reduction in the rent to be paid for that year were allowed, would make the rent for 1870 \$5,480.75.

Upon a reconsideration of the matter, I am inclined to regard the abatement of rent made in the agreement of August 9, 1870, a conditional one, and not final, and the deposit of \$27,500, made in pursuance thereof, also conditional; and, under this view, the Solicitor now states that he considers it competent for the Secretary of the Treasury to make such reduction in the rental for that year as may seem to him just.

In final settlement, therefore, of the amount of rent to be paid under said lease for the year mentioned, I have decided that the sum of \$5,480.75 only, of the deposit of \$27,500, made with Mr. Tuttle, the assistant treasurer, on the 29th of April last, shall be retained, and that the remainder shall be returned to said company or their duly authorized agent.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

Gen. JNO. F. MILLER,  
*President Alaska Commercial Company,*  
*Per N. L. Jeffries, Attorney.*

No. 75.

[Circular.]

OFFICE OF THE ALASKA COMMERCIAL COMPANY,  
*San Francisco, April 1, 1872.*

To the agents of the company :

To enable the company to supply the necessary specimens for scientific investigations, which are expected to result in the interest of commerce and of the company, you are directed to secure, and properly pack for shipment, and, by our first vessel, ship to this office, such specimens included in the following list as you may be able to find in the vicinity of your station :

1. Skulls of fur-bearing animals, and, when convenient, the complete skeleton.
2. Fossil shells and bones; particularly the skulls and teeth of animals.
3. Skulls of human beings of various periods; the more ancient desired.
4. Petrifications of bones, wood, or other material.
5. Manufactured articles, both ancient and modern, which illustrate the life and habits of the people at different periods.
6. Specimens of curious stones and ores.

All specimens should be plainly labeled, showing the place where found, the date of finding, the name of the article, and all other information of importance concerning the same.

In procuring skulls of human beings, care must be taken not to desecrate modern burial-places, but seek to obtain specimens at places where there are none who have interest in the dead, so that no offense may be given to the inhabitants of the country.

It is desirable, also, that you make reports to this office from time to time which will contain all information you may be able to gain concerning the history and traditions of the people who have heretofore inhabited the country surrounding your station. Also all facts relating to the life, manners, peculiarities, and customs of the present inhabitants. You will also include in these reports all information you may gain of the nature and characteristics of the fur-bearing animals in the region of your station, the manner of taking them, whether they appear to be increasing or diminishing in numbers, and all general information concerning them. Also all information illustrating the character of the climate at your station, and the general formation and topography of the surrounding country, together with descriptions of the mode of travel and other information of a general character concerning the people and their productions, and the animals of the country. The object in procuring these specimens and the reports mentioned is not to gratify idle curiosity, but it is to aid science in the solution of great problems, and to benefit the company in the management of its affairs. Your careful attention to these matters is therefore desired.

JOHN F. MILLER;  
*President Alaska Commercial Company.*

#### *Regulations.*

OFFICE ALASKA COMMERCIAL COMPANY,  
*San Francisco, January, 1872.*

The following regulations are prescribed for the guidance of all concerned :

1. The general management of the company's affairs on the islands of



Saint Paul and Saint George is intrusted to one general agent, whose lawful orders and directions must be implicitly obeyed by all subordinate agents and employés.

2. Seals can only be taken on the islands during the months of June, July, September, and October in each year, except those killed by the native inhabitants for food and clothing, under regulations prescribed by the Secretary of the Treasury.

Female seals and seals less than one year old will not be killed at any time, and the killing of seals in the waters surrounding the islands, or on or about the rookeries, beaches, cliffs, or rocks, where they haul up from the sea to remain, or by the use of fire-arms, or any other means tending to drive the seals away from the islands, is expressly forbidden.

3. The use of fire-arms on the islands during the period from the first arrival of seals in the spring season until they disappear from the islands in autumn is prohibited.

4. No dogs will be permitted on the islands.

5. No person will be permitted to kill seals for their skins on the islands, except under the supervision and authority of the agents of the company.

6. No vessels other than those employed by the company, or vessels of the United States, will be permitted to touch at the islands, or to land any persons or merchandise thereon, except in cases of shipwreck or vessels in distress.

7. The number of seals which may be annually killed for their skins on Saint Paul Island is limited to 75,000, and the number which may be so killed on Saint George Island is limited to 25,000.

8. No persons other than American citizens, or the Aleutian inhabitants of said islands, will be employed by the company on the islands in any capacity.

9. The Aleutian people living on the islands will be employed by the company in taking seals for their skins, and they will be paid for the labor of taking each skin and delivering the same at the salt-house, forty cents, coin, until otherwise ordered by the Secretary of the Treasury: For other labor performed for the company proper and remunerative wages will be paid, the amount to be agreed upon between the agents of the company and the persons employed. The working parties will be under the immediate control of their own chiefs, and no compulsory means will ever be used to induce the people to labor. All shall be free to labor or not as they may choose. The agents of the company will make selection of the seals to be killed, and are authorized to use all proper means to prevent the cutting of skins.

10. All provisions and merchandise required by the inhabitants for legitimate use will be furnished them from the company's stores, at prices not higher than ordinary retail prices at San Francisco, and in no case at prices above twenty-five per cent. advance on wholesale or invoice prices in San Francisco.

11. The necessary supplies of fuel, oil, and salmon will be furnished the people gratis.

12. All widows and orphan children on the islands will be supported by the company.

13. The landing or manufacture on the islands of spirituous or intoxicating liquors or wines will under no circumstances be permitted by the company, and the preparation and use of fermented liquors by the inhabitants must be discouraged in every legitimate manner.

14. Free transportation and subsistence on the company's vessels will be furnished all people, who at any time desire to remove from the islands, to any place in the Aleutian group of islands.

15. Free schools will be maintained by the company eight months in each year, four hours per day, Sunday and holidays excepted, and agents and teachers will endeavor to secure the attendance of all. The company will furnish the necessary books, stationery, and other appliances for the use of the schools, without cost to the people.

16. The physicians of the company are required to faithfully attend upon the sick, and both medical attendance and medicines shall be free to all persons on the islands, and the acceptance of gratuities from the people for such services is forbidden.

17. The dwelling-houses now being erected by the company will be occupied by the Aleutian families, free of rent or other charges.

18. No interference on the part of agents or employés of the company in the local government of the people on the islands, or in their social or domestic relations, or in their religious rites or ceremonies, will be countenanced or tolerated.

19. It is strictly enjoined upon all agents and employés of the company to at all times treat the inhabitants of the islands with the utmost kindness, and endeavor to preserve amicable relations with them. Force is never to be used against them, except in defense of life, or to prevent the wanton destruction of valuable property. The agents and employés of the company are expected to instruct the native people in household economy, and by precept and example illustrate to them the principles and benefits of a higher civilization.

20. Faithful and strict compliance with all the provisions and obligations contained in the act of Congress, entitled "An act to prevent the extermination of fur-bearing animals in Alaska," approved July 1, 1870, and the obligations contained in the lease to the company, executed in pursuance of said act, and the regulations of the Secretary of the Treasury, prescribed under authority of said act, is especially enjoined upon all agents and employés of the company. The authority of the special agents of the Treasury, appointed to reside upon the islands, must be respected, whenever lawfully exercised. The interest of the company in the management of the seal-fisheries, being identical in character with that of the United States, there can be no conflict between the agents of the company and the agents of the Government, if all concerned faithfully perform their several duties, and comply with the laws and regulations.

21. The general agent of the company will cause to be kept books of record on each island, in which shall be recorded the names and ages of all the inhabitants of the islands, and, from time to time, all births, marriages, and deaths which may occur on the islands, stating in cases of death the causes of the same. A full transcript of these records will be annually forwarded to the home-office at San Francisco.

22. Copies of these regulations will be kept constantly posted in conspicuous places on both islands, and any willful violation of the same by the agents or employés of the company will be followed by the summary removal of the offending party.

JOHN F. MILLER,  
*President Alaska Commercial Company.*

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No. 76.

THEASURY DEPARTMENT,  
*Washington, D. C., April 19, 1872.*

SIR: Your letter of the 25th ultimo was duly received, calling the attention of the Department to certain rumors circulating in San Fran-

cisco, to the effect that expeditions are to start from Australia and the Hawaiian Islands to take fur-seals on their annual migration to the islands of Saint Paul and Saint George through the narrow pass of Unmak. You recommend, to cut off the possibility of evil resulting to the interests of the United States from these expeditions, that a revenue-cutter be sent to the region of Unmak Pass by the 15th of May next.

A very full conversation was had with Captain Bryant upon this subject while he was at the Department, and he conceived it to be entirely impracticable to make such an expedition a paying one, inasmuch as the seals go singly or in pairs, and not in droves, and cover a large region of water in their homeward travel to these islands, and he did not seem to fear that the seals would be driven from their accustomed resorts, even were such attempts made.

In addition, I do not see that the United States would have the jurisdiction or power to drive off parties going up there for that purpose, unless they made such attempt within a marine league of the shore.

As at present advised, I do not think it expedient to carry out your suggestions, but I will thank you to communicate to the Department any further facts or information you may be able to gather upon the subject.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

T. G. PHELPS, Esq.,  
*Collector, San Francisco.*

No. 77.

OFFICE OF ALASKA COMMERCIAL COMPANY,  
No. 310 SANSOME STREET,  
*San Francisco, April 26, 1872.*

DEAR SIR: I have the honor to acknowledge the receipt of the Department's letter of the 18th instant, "H. B. I.," announcing the final decision of the Department upon our application for a reduction of the rent for 1870, payable under the company's lease of the islands of Saint Paul and Saint George, and highly appreciating the just and impartial action of the honorable Secretary in the adjustment of this affair, I beg most respectfully to tender to him the company's thanks.

If no disposition has yet been made of the amount to be returned to the company, I would respectfully request that a draft on the United States assistant treasurer at San Francisco therefor, payable to my order, be transmitted to me in settlement of the same.

Very respectfully, your obedient servant,

JNO. F. MILLER,  
*President Alaska Commercial Company.*

Hon. GEO. S. BOUTWELL,  
*Secretary of the Treasury.*

No. 78.

WASHINGTON, D. C., May 4, 1872.

SIR: I am instructed by the Alaska Commercial Company, of San Francisco, Cal., to request that the amount due said company on account of excess rental placed in the hands of the United States Treasurer as a special deposit, and recently ordered to be returned to said

pany by the Secretary of the Treasury, be forwarded to the president of said company at San Francisco by Treasury draft or otherwise. The amount is, I believe, \$22,019.75.

Very respectfully,

N. L. JEFFRIES,

*Attorney for the Alaska Commercial Company.*

Hon. GEORGE S. BOUTWELL,

*Secretary of the Treasury.*

No. 79.

TREASURY AGENT'S OFFICE,  
*Saint Paul's Island, A. T., May 9, 1872.*

COLLECTOR OF CUSTOMS,

*San Francisco, Cal.:*

This is to certify that the Alaska Commercial Company have this day shipped, on board their steamer Alexander, thirty-three thousand eight hundred and six (33,806) fur-seal skins, and, as per certificate of Assistant-Agent Samuel Falconer, in charge of Saint George's Island, dated May 5, 1872, five thousand and fifty-one (5,051) fur-seal skins, all taken the season of 1871.

CHARLES BRYANT,

*Agent in charge Seal Islands.*

Hon. T. G. PHELPS,

*Collector Customs.*

No. 80.

OFFICE OF ALASKA COMMERCIAL COMPANY,  
*San Francisco, May 21, 1872.*

SIR: I have the honor to acknowledge the receipt of your letter bearing date the 9th instant, inclosing draft, No. 321, drawn by the Treasury of the United States on the assistant treasurer in San Francisco, dated May 9, 1872, for (\$22,019.25) twenty-two thousand nineteen dollars and twenty-five cents, being the amount returned to the company in excess of rent for Saint Paul's and Saint George's Islands paid for the season of 1870.

In rendering to you the thanks of the company, I am, sir, your most obedient servant,

JNO. F. MILLER,

*President Alaska Commercial Co.*

Hon. GEORGE S. BOUTWELL,

*Secretary of the Treasury, Washington, D. C.*

TREASURY AGENT'S OFFICE,  
*Saint Paul's Island, A. T., May 9, 1872.*

Hon. GEORGE S. BOUTWELL,

*Secretary of Treasury:*

This certifies that I have shipped on board Alaska Commercial Company's steamer Alexander, consigned to collector of customs, San Francisco, three thousand five hundred and forty-one (3,541) fur-seal skins, property of the United States.

CHARLES BRYANT,

*Agent in charge Seal Islands.*

No. 81.

OFFICE OF ALASKA COMMERCIAL COMPANY,  
*San Francisco, May 28, 1872.*

SIR: I have the honor to transmit herewith the duplicate certificate of the United States assistant treasurer at San Francisco, showing the deposit this day by the Alaska Commercial Company, to the Treasurer of the United States, of \$102,837 on account of tax on seal-skins from the islands of Saint Paul and Saint George, for 1871.

The seal-skins upon which this tax has been paid are a part of the catch of 1871, just discharged from the steamer Alexander, and numbering, by official count made by order of the collector of customs at this port, 39,176. The official count at the islands is certified at 38,887, but we have paid the tax on the official count at this port, which is the largest amount.

The Alexander brought to the collector of customs, sealed up in a separate compartment in this ship, 3,541 seal-skins taken during the year 1870, on the island, by order of the Treasury Department. These skins have been properly delivered to the collector of customs at this port as the property of the United States.

The steamer will depart from this port for the islands of Saint Paul and Saint George about the 15th day of July next. Should the honorable Secretary desire to communicate with the agents of Treasury at that time, the company will be pleased to afford him the necessary facilities.

I am, sir, your most obedient servant,

JNO. F. MILLER,

*President Alaska Commercial Company.*

Hon. GEORGE S. BOUTWELL,

*Secretary of the Treasury, Washington, D. C.*

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No. 82.

WASHINGTON, D. C., June 17, 1872.

SIR: On behalf of Messrs. Hutchinson, Kohl & Co., of San Francisco, Cal., I have the honor to request that the legal question involved in their application, now pending in the Treasury Department, touching the ownership of buildings purchased by them of the Russian-American Company in Alaska, which buildings are claimed by the Government on the ground that the title thereto passed to the United States by the terms of the treaty ceding the Territory of Alaska, be referred to the Department of Justice for the opinion of the Attorney General as to the proper construction of the treaty in relation to this subject.

Very respectfully, your obedient servant,

N. L. JEFFRIES,

*Attorney.*

Hon. GEORGE S. BOUTWELL,

*Secretary of the Treasury.*

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No. 83.

TREASURY DEPARTMENT,  
*Washington, D. C., June 19, 1872.*

SIR: In accordance with the request contained in the inclosed letter of Mr. N. L. Jeffries, attorney for Messrs. Hutchinson, Kohl & Co.,

opinion is desired as to the legal title to the ownership of certain buildings described as stores, warehouses, shops, salt houses, and boat-houses, in the Territory of Alaska, which the United States claim under provisions of the treaty with Russia, of March 30, 1867, (Statutes at Large, XV, 539,) but which the said firm of Hutchinson, Kohl & Co. claim under and by virtue of an alleged transfer to them by the Russo-American Company, on March 6, 1868.

The correspondence between the War Department, the said parties, and the Department on the subject, which is contained in the record-book herewith transmitted, will show you the material facts and circumstances connected therewith, and also inform you fully concerning the claims of the said parties.

Please transmit your views on the question, and return the said record-book and inclosure at your earliest convenience.

I am, very respectfully,

WM. A. RICHARDSON,  
*Acting Secretary.*

C. BANFIELD, Esq.,  
*Solicitor of the Treasury.*

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No. 84.

ASSISTANT TREASURY AGENT'S OFFICE,  
*St. George Island, August 15, 1872,*

SIR: I have the honor to report the arrival of the company's steamer Alexander on the 11th instant, bringing Mr. Adams, who will relieve Mr. Brown, the present agent of the company, and Dr. Meaney, the newly-appointed physician for the island, together with a full cargo of merchandise for the station and the material for the government house. On the 29th ultimo the company's steamer H. M. Hutchinson touched here, having on board the Rev. Father Nickoli, a priest of the Russian Catholic Church, of the diocese of San Francisco, who attended to the spiritual wants of the people and performed the marriage ceremony for eight couples.

The company commenced driving seals for their skins on the 3d of the last, and discontinued on July 27 ultimo, having secured 25,000, the full number stipulated in the lease for the year 1872.

Last season only 19,077 skins were secured, as was reported when it was the intention of the company to have taken their full number. This, however, they were unable to do on account of the skins being stagey the last part of the season, and for this reason the full complement has not been secured in June and July.

In reference to the appearance of the rookeries, I find that the seals were very numerous, much more so than they were last year, especially the old males and young bachelors, the class that is driven for their skins. In corroboration of this fact, I saw large numbers haul up at the foot of the high cliffs apart and distinct from all other rookeries, where they were never known to frequent before. From these places I deemed it advisable to have them driven away, as they could not be taken if allowed to remain. Why they should resort to places of this kind is more than I can conceive, if it is not that they are prevented, to some extent, from landing on their usual places by the numerous old males that constantly guard the shore-line.

The number of breeding-rookeries on the island are four, viz: North, East, Starry Athille, and Zapeny; they, too, seem to be in a flourishing condition this year, as their breeding-grounds are enlarged to some extent. Their positions on the island are as follows: Zapeny is on the southwest side and about five miles from the village; Starry Athille is on the north side, two miles from the village; North rookery is also on the same side and not more than one mile from town, and East rookery is on the northeast side and about two miles from town.

The following figures will show the number of drives made from each of those places, also the number of skins obtained from each rookery during the season:

	No. of drives.	No. of skins.
North rookery .....	16	4, 818
East rookery .....	16	9, 714
Starry Athille rookery.....	14	5, 274
Zapeny rookery.....	11	5, 194
Total .....		25, 000

From the last-mentioned rookery two drives of 2,583 were made to the killing-ground near the village, the balance being salted at that place; on this rookery a larger number of skins would have been secured this year, had there been sufficient salt on hand with which to cure them. There has been, however, a salt-house recently erected, which will contain all the skins taken at that place in future.

The number of seals lost from overheating while driving was very small, not more than one in one thousand. I would also mention that great care has been taken not to molest nor disturb the breeding-rookeries at any time during the season, and the same amount of precaution has been used, after arriving on the field, not to kill any that appeared to be the slightest damaged, as you will observe that out of the entire number taken this year only 164 have been rejected by the company on account of accidental cuts in skinning; this is considerably less than one per cent. I would also state that through the course of the season a few seals were killed in which were found buck-shot and a rifle-ball; it would appear that they had been down about the coast of British Columbia, or somewhere east of Sitka, as the natives on the entire Aleutian chain use no other weapons than the spear in killing seals. I also noticed a few this season, apparently about three years old, with the tips of the right ear off; probably they were some of those clipped by your direction on Saint Paul two years ago, as no experiment of this kind had ever been tried on this island.

Their arrival at the island this spring was on the 6th of May, nearly the same time as last year, and on the following day I collected and took charge of all fire-arms belonging to the natives, as I did the year before. This I found to be necessary, for the reason that there are two fresh-water ponds within gunshot of a like number of breeding-rookeries, where numerous flocks of wild fowls constantly frequent, and the temptation is so great that they cannot resist shooting if allowed to retain them. The preventing of the use of fire-arms during the sealing-season, together with other precautions taken concerning the rookeries, is, in my opinion, the cause of the increase of seals on the island during the past two years. Mr. Tessen, your assistant, joined me early in May last, and has ably assisted me in the discharge of the duties on the island since that time.

The general health of the island has continued good. There has been one birth and one death since the date of my last report.

SAMUEL FALCONER,  
*Assistant Treasury Agent.*

CHARLES BRYANT, Esq.,  
*Agent in charge of Seal Islands.*

OFFICE TREASURY AGENT,  
*Saint Paul's Island, A. T., September 6, 1872.*

hereby certify the above to be a true copy.

CHARLES BRYANT,  
*Treasury Agent in charge of Seal Islands.*

No. 85.

OFFICE OF TREASURY AGENT,  
*Saint Paul's Island, Alaska, August 20, 1872.*

This is to certify that the Alaska Commercial Company have this day shipped, on board their steamer Alexander, twenty-one thousand (20,000) fur-seal skins, for transshipment at Onalaska to San Francisco on the bark Cyane, or any one of the company's vessels; these skins being all of this year's catch.

CHARLES BRYANT,  
*Treasury Agent in charge of Seal Islands.*

No. 86.

ASSISTANT TREASURY AGENT'S OFFICE,  
*Saint George Island, August 27, 1872.*

This is to certify that there have been shipped this day on board the Alaska Commercial Company's steamer Alexander eight thousand eight hundred and seventy-seven (8,877) fur-seal skins, the balance (123) having been shipped by the company's vessels to Onalaska a few days ago.

(Signed)

SAMUEL FALCONER,  
*Assistant Treasury Agent.*

A true copy.

CHARLES BRYANT,  
*Treasury Agent in charge of Seal Islands.*

No. 87.

TREASURY AGENT'S OFFICE,  
*Saint Paul's Island, A. T., September 5, 1872.*

SIR: I have the honor to submit the following report of the affairs of the seal-islands since my last, dated May 7, 1872. On July 19 the Alaska Commercial Company's steam-schooner H. M. Hutchinson arrived at this island, having on board Father Nickoli, a



priest of the Russo-Greek Church, who administered to the spiritual wants of the people and married four couples. The schooner sailed again on the 29th for Saint George with Father Nickoli on board.

August 15 the Alaska Commercial Company's steamer *Alexander* arrived, laden with supplies for this island, having previously touched at Saint George on her way hither, and landed supplies, together with the frame and material for the house to be erected for the use of the Government officers on that island. The *Alexander* brought, as employes of the company, to reside permanently on the island, Wm. Kupus, esq., a general agent of the company, in place of Dr. H. H. McIntyre, who returns to San Francisco, and E. C. Church, as a school-teacher. The steamer also brought to reside on the island Mr. C. P. Fish, esq., of the United States Signal Corps, for the purpose of establishing a signal-station here on this island. There being more than a full load of skins for the steamer ready for shipment, after discharging her cargo the steamer took on board from this (Saint Paul's) island twenty-one thousand (21,000) fur-seal skins, and from Saint George Island sixteen thousand one hundred and twenty-three (16,123) fur-seal skins, and sailed on the 20th for Onalaska, to store them for transshipment from there on some other of the company's vessels to San Francisco.

August 25 the Alaska Commercial Company's bark *Cyane* arrived here from San Francisco, laden with salt, coal, and merchandise for the island, having on board as freight the frame and material for the house to be erected on this island for the use of the Government officers.

August 29, steamer *Alexander* returned from Onalaska, laden with salt and coal.

September 2, bark *Cyane* having landed her supplies for this island sailed for Saint George, taking on board as passengers to Onalaska two native families who wish to reside there, also two other natives who go to San Francisco to remain during the winter and return in spring. In my last report, of May 7, 1872, I stated some new facts in regard to the relative difference of value between seal-skins taken in June and July, and those taken in September and October, owing to their shedding their over-hair in the later season. There were taken during the months of June and July, 1871, on Saint Paul's Island forty-five thousand (45,000) fur-seal skins, and on Saint George Island nineteen thousand (19,000) fur-seal skins. The remaining portion of the one hundred thousand to be taken that year were left for the months of September and October. It was found that about the middle of August the seals began to shed their over-hair; the new covering appearing as short black bristles in the fur, injures the skin for manufacturing. In this condition they are called stagey; this condition continues until late in October. This would be too late to take the requisite number within the time prescribed by law, so that in order to secure them they had to be taken in this stagey condition and were not of prime value. In my opinion there exists no necessity for the restriction of the taking of skins after October, or during the period they remain on the island, before leaving for the winter.

The seals appear to be governed by the weather somewhat, in the time of their arrival in spring; they were first reported May 5 of the present season, but light snows being frequent, kept the breeding-grounds covered so that they landed very slowly. The first drive for food was made May 15, obtaining two hundred animals, but they were not present in sufficient numbers to furnish continuous occupation in taking them for their skins until June 10. In view of this depreciation in value by shedding late in the season, it was desirable to take

as many as possible during the months of June and July; therefore all available native labor was devoted to this object, and the result was that on Saint Paul's Island there were taken, up to July 27, seventy thousand skins, the remaining five thousand being left for the skins of animals killed by the natives for food, in the months of October and November. At the same time there were taken, as per report of Assistant Agent Samuel Falconer, in charge Saint George Island, twenty-five thousand (25,000) skins, thus making a total of ninety-five thousand on both islands, up to the end of July, 1872. The present season the seal-masters or breeding-bulls have landed in excellent health and condition, and in greater numbers, occupying much larger grounds than ever before. The females also come in sufficiently increased numbers to occupy all the grounds thus mapped out, and the number of young seals produced greatly exceed any former years. The weather, although excessively foggy and disagreeable to the residents of the islands, has been especially favorable to the young seals. It is also observable that a larger number of yearlings or last year's pups than usual have returned to the island the present season. There is now only a deficiency of one class, that of the four and five year old seals. This is clearly traceable to the following causes: During the season of 1868 there were killed on both islands two hundred and twenty thousand animals for their skins; and in the season of 1869, 85,000 for their skins. At that time the relative value of the sizes or ages of the skins was not understood, and all the skins being paid for at the same price, the natives, who were quick to perceive the difference between taking a small skin and a large one, and carrying it to the salt-houses, killed all the yearlings they could; these were the products of 1867 and 1868. These were sent forward in 1870, to market, and overstocked it with small skins. This created a demand for larger skins, and the Alaska Commercial Company instructed their agents to take all the large skins possible in 1871; this was done, and as many four and five year old seals as could be taken. This again fell on the already diminished product of 1867 and 1868. When these were sent to market, they were found too old, and now the proper medium being ascertained, the seals will be selected accordingly.

It will be seen, by reference to my report of November 30, 1869, containing a detailed description of the habits of these animals, that this class of four and five year old seals perform an important service along the shores during the season of incubation; but as there was already existing an excess of old bulls from former years, the detriment to the rookeries from the absence of this class, growing out of the excessive killing of 1868, can work no serious injury to the rookeries for this two years, and at that time they will be supplied from the growing seals. Under the present system, the rookeries show a steady increase that warrants the assertion that, by 1874, an addition of 30,000 skins may be added to the number now taken annually.

The civil affairs of the natives have been administered by their chiefs, with very little necessity for any assistance. There has been considerable drunkenness from the use of quass or native beer, manufactured by themselves from fermenting sugar and flour together, and so fond are some of this artificial excitement that they save all that is sold for their families to use in tea and coffee until enough is obtained for a good drunk, and then indulge in it, and in two cases it has been necessary to confine the parties until sober, to prevent them from doing injury to their families or others. That they have worked well and faithfully, the taking of the seventy thousand skins in so short a time bears evi-

dence. The supplies have been of good quality and in sufficient quantity, and the prices reasonable. The school has been discontinued during the sealing season, but will be resumed again as soon as the vessels are gone. The company, last year, built six wooden dwelling-houses above ground for the natives. These have not proved wholly a success for comfort and convenience, as was hoped. Six more are laid out and partly completed on an improved plan, based on last year's experience, which promise to attain more fully the object desired. The officers of the island of Saint George are in an equally prosperous condition, for the details of which I beg leave to refer to a copy of the report of Assistant Agent Samuel Falconer, in charge, inclosed herewith.

I desire to bear witness to the able manner in which all my assistants have aided in forwarding my plans for the comfort and improvement of the natives.

I have the honor to remain,

CHARLES BRYANT,

*Treasury Agent in charge Seal-Islands.*

Hon. GEORGE S. BOUTWELL,  
*Secretary Treasury.*

No. 88.

OFFICE TREASURY AGENT,

*Saint Paul Island, Alaska, September 9, 1872.*

This is to certify that the Alaska Commercial Company has this day shipped on board of its steamer Alexander, for San Francisco, direct, 49,551 fur-seal skins, and included in this number are 7 casks of sample skins, marked "Fur-Seal Skins, London," and numbered as follows:

- Cask No. 1, containing 25 skins, not bundled.
- Cask No. 2, containing 30 skins, bundled.
- Cask No. 3, containing 24 skins, not bundled.
- Cask No. 4, containing 36 skins, bundled.
- Cask No. 5, containing 32 skins, bundled.
- Cask No. 6, containing 36 skins, bundled.
- Cask No. 7, containing 36 skins, bundled.

And further this is also to certify that the Alexander has on board, shipped at Saint George Island, as per certificate of Assistant Agent Samuel Falconer, a copy of which is herewith inclosed, 8,877 fur-seal skins, the balance, 16,123, as per said certificate, having been previously shipped to Ounalashka, for transshipment to San Francisco, together with 21,000 from this (Saint Paul) island, as per certificate dated August 20, 1872. All of this year's catch.

CHARLES BRYANT,

*Agent in charge Seal-Islands.*

No. 89.

OFFICE OF ALASKA COMMERCIAL COMPANY,

No. 310 SANSOME STREET,

*San Francisco, November 4, 1872.*

SIR: I have the honor to inclose herewith the certificate of Charles Bryant, esq., Treasury agent at the islands of Saint Paul and Saint

George, Alaska, showing that this company, in compliance with the terms of their lease of said islands from the United States, delivered to the United States Treasury agents thereon, during the month of August, 1872, 25,000 salmon and 60 tons of coals for free distribution to the inhabitants of said islands for and during the year 1872.

Inclosed herewith I have the honor, also, to transmit the certificate of the United States assistant treasurer at New York, No. 65, which shows that the Alaska Commercial Company deposited with him, to the credit of the Treasurer of the United States, on the 17th day of October, 1872, \$252,181.12, being the amount revenue-tax on 96,069 fur-seal skins taken on the islands of Saint Paul and Saint George, Alaska, and shipped to the port of San Francisco during the year 1872. A duplicate of this certificate has been deposited with the collector of customs at San Francisco. The number of skins above mentioned is the official count at San Francisco, made by the order of the collector of customs.

Very respectfully, your obedient servant,

JNO. F. MILLER,  
*President Alaska Commercial Company.*

Hon. GEO. S. BOUTWELL,  
*Secretary of the Treasury, Washington, D. C.*

OFFICE OF TREASURY AGENT,  
SAINT PAUL ISLAND, ALASKA,  
August 30, 1872.

I certify that, in accordance with the provisions of the lease from the United States to the Alaska Commercial Company, dated at Washington, D. C., August 3, A. D. 1870, the said Alaska Commercial Company has, during the month of August, 1872, landed upon the islands of Saint Paul and Saint George, Alaska, and turned over to the Government agents, for gratuitous distribution among the natives of said island, 25,000 salmon and 60 tons of coal, in lieu of 60 cords of fire-wood.

CHARLES BRYANT,  
*Treasury Agent in charge of Seal-Islands.*

No. 90.

TREASURY DEPARTMENT,  
Washington, D. C., December 2, 1872.

SIR: Mr. John F. Miller has, under date of the 11th ultimo, transmitted to the Department a certificate of deposit with the United States assistant treasurer at New York, for the sum of \$252,181.12, which he states is for the internal-revenue tax on 96,069 seal-skins taken to your port from the islands of Saint Paul and Saint George during the season of 1872.

I will thank you to inform the Department if the number of seal-skins mentioned was verified by you upon their arrival at San Francisco.

I am, very respectfully,

GEO. S. BOUTWELL,  
*Secretary.*

COLLECTOR OF CUSTOMS,  
San Francisco, Cal.

No. 91.

DEPARTMENT OF JUSTICE,  
OFFICE OF THE SOLICITOR OF THE TREASURY,  
*Washington, D. C., December 4, 1872.*

SIR: I herewith return, upon your verbal request, the inclosed two papers relative to the application of Messrs. Hutchinsen, Kohl & Co., touching the ownership of certain buildings in Alaska, referred to on the 19th of June last, without any opinion upon the question therein presented.

I am, very respectfully,

E. C. BANFIELD,  
*Solicitor of the Treasury.*

Hon. GEO. S. BOUTWELL,  
*Secretary of the Treasury.*

No. 92.

CUSTOM-HOUSE, COLLECTOR'S OFFICE,  
*San Francisco, Cal., December 12, 1872.*

SIR: I have the honor to acknowledge the receipt of your letter of 2d instant, relative to a certificate of deposit with the United States assistant treasurer at New York, for the sum of \$252,181.12, forwarded by John F. Miller, and which purports to be the internal-revenue tax on 96,069 fur-seal skins brought into this port from the islands of Saint Paul and Saint George during the season of 1872.

In reply to your inquiry, if the number of the seal skins mentioned was verified by me upon their arrival at this port, I beg to say that the number was verified, as will appear by the inclosed copies of the "returns of merchandise unladen."

In future, when the Alaska Commercial Company elect to pay the tax upon fur-seal skins brought into this port, from those islands, at New York, the certificate of deposit will be transmitted through this office, accompanied by a certified copy of the inspector's returns.

I am, very respectfully,

T. B. SHANNON,  
*Collector.*

Hon. GEO. S. BOUTWELL,  
*Secretary of the Treasury.*

No. 93.

ASSISTANT TREASURY AGENT'S OFFICE,  
*Saint George Island, May 27, 1873.*

SIR: Having reported to you in detail, in the month of August last, concerning the fur-seal rookeries, and the number of skins taken by the company, leaves me but little to say on this subject at present, as nothing important transpired on the island since that time. The seals, however, continued in large numbers until late in autumn, a few remaining as late as the 19th of December.

The number of pups and other seals taken by the natives for winter

food at the close of the season, foot up to about 2,000, the same as last year.

The material for the Government house landed here by the steamer Alexander, in August last, was erected according to plans and specification, with this exception: a rock foundation was placed underneath the building instead of posts, as the plan provided, there being good material near at hand for that purpose. I also found it necessary to erect an addition nine feet square, inclosing the back door, and furnishing a suitable place for water, coal, &c.

The labor-account for the erection of this building amounted to \$377, as per vouchers herewith inclosed; also please find bills to the amount of \$159.97, for necessary articles purchased for the use of the building; in all, \$536.97.

I may here state that the foundation, when complete, cost about one hundred dollars extra, thus making an additional expense, but as there were no posts on the island suitable for the purpose, I was compelled to use the rock, and it is in my opinion well worth the difference.

The laborers were paid according as the work progressed, through the kindness of the Alaska Commercial Company, and at the same rate per diem as paid by said company when employed by them.

Much difficulty was experienced during the erection from the continuous rains and general foul state of the weather; in consequence of this there was but one other building erected last season by Mr. Adams, the company's agent, which was finely fitted up for a store, the old one having been converted into a school-house.

In September last, the company's bark Cyane landed a large quantity of lumber for native houses, but their erection was prevented for like reasons already stated.

In the month of October last, the island was visited by a vast number of violent gales, causing buildings to shake to the very ground; fortunately no serious damage was done.

The winter following was unusually rough and cold, the ice arriving as early as the 27th of January and remaining until May 21.

The school was maintained through the winter, but has met with quite a drawback on the part of the children's parents; they entertain the idea that by learning an English education it will interfere with their religion. The absurdity of this has been fully explained to them, and a few have consented to have their children attend, although not regular, while others are still of the original belief; thus, where no inducement is held forth by the children's parents, slow progress may be expected—not but what much pains has been taken by their teacher. Would it not be well to notify their bishop at Sitka in reference to this, who would be most likely to banish this erroneous idea from their minds entirely?

The general health of the island is comparatively good, the particulars of which I will refer you to Doctor Meany's report to the company's agent stationed on your island.

The number of births since the month of August last are 4, and the number of deaths for the same period are 2.

The meteorological record for the island will be forwarded you in a separate inclosure.

SAMUEL FALCONER,  
*Assistant Treasury Agent, in charge of Saint George Island.*

I hereby certify the foregoing to be a true copy.

CHARLES BRYANT,  
*Treasury Agent for Seal Islands.*

## ALASKA.

No. 94.

[Triplicate.]

TREASURY AGENT'S OFFICE,  
*Saint Paul Island, A. T., June 2, 1873.*

SIR: This is to certify that the Alaska Commercial Company have this day shipped on their steamer Alexander, for transshipment on barge Cyane, or other vessel, at Ounalaska, for San Francisco, three thousand nine hundred and six (3,906) fur-seal skins, all of last year's catch, being the balance of the catch for 1872.

Very respectfully, yours,

CHARLES BRYANT,  
*Agent in charge Seal-Islands.*

To the COLLECTOR OF CUSTOMS,  
*San Francisco, Cal.*

No. 95.

TREASURY AGENT'S OFFICE,  
*Saint Paul Island, A. T., July 14, 1873.*

To COLLECTOR OF CUSTOMS,  
*San Francisco, California:*

I hereby certify that the Alaska Commercial Company has this day shipped, on board their steamer Alexander, from this island, for transshipment at Ounalaska on board the barque Cyane for San Francisco, thirty-two thousand seventy-six (32,076) fur-seal skins; also, the same steamer has on board, shipped at Saint George Island, July 7, 1873, five thousand two hundred and eighty-six (5,286) fur-seal skins, all of this year's catch.

CHARLES BRYANT,  
*Treasury Agent in charge Seal-Islands.*

No. 96.

OFFICE OF NOAH L. JEFFRIES,  
*Attorney and Counselor at Law,  
 Washington, July 21, 1873.*

SIR: On behalf of Hutchinson, Kohl & Co., of San Francisco, California, I have the honor to request that the case pending in the Treasury Department involving the title to certain buildings purchased by them of the Russian-American Company in Alaska be referred to the Department of Justice for the opinion of the Attorney-General upon the question involved in the case.

The entire question depends upon the proper construction of the treaty between the United States and Russia ceding Alaska.

Very respectfully,

N. L. JEFFRIES,  
*Attorney for Hutchinson, Kohl & Co.*

The Hon. SECRETARY OF THE TREASURY.

## No. 97.

ASSISTANT TREASURY AGENT'S OFFICE,  
*Saint George's Island, August 1, 1873.*

SIR: Owing to the lateness of last spring the seals were about three weeks behind their usual time of arriving. This, however, would not appear anyways detrimental to them, as their breeding-rookeries are in as good if not better condition this year than they have been at any one time since my arrival at the island; for I notice on some of the rookeries the passage-ways formerly occupied by young bachelors in hauling up on the back ground, are completely blocked up by females, thus preventing the young seals from landing; and as the greater portion of this island's shore is composed of high cliffs, it renders it difficult for any great number to effect a landing. There are also numerous old males constantly guarding the shore-line, which makes it still more difficult for the younger ones to work their way on to the back ground. Of this class there is a scarcity this year, and I am of the opinion it is in a great measure owing to the above reasons.

From personal observations, taken on your island last spring, I am persuaded to believe that the proper number and ratio has not been assigned to this island; for I do not hesitate in saying that Saint Paul's Island is better able to furnish one hundred thousand annually than Saint George's is ten.

I would therefore suggest that the Secretary of the Treasury be informed of this, in order that the act relative to the number of fur-seals taken on each island might be repealed and amended, so that, say, fifteen thousand be taken on Saint George's Island and eighty-five thousand on Saint Paul's.

On the 4th of June the Alaska Commercial Company commenced driving seals for their skins, and during this month only 6,727 were obtained; but in July they came in greater numbers, and the company succeeded in securing their number, 25,000, by the 28th of this month. Should a warm, dry season happen to set in, unfavorable for the hauling of seals, I feel confident that the number assigned this island could not be taken within the time considered best for the taking of skins; thus the company would fall short of the desired number and the Government out of the revenue, when in reality there are millions to be had on Saint Paul's.

SAMUEL FALCONER,  
*Assistant Treasury Agent.*

Capt. CHAS. BRYANT,  
*Treasury Agent in charge Seal-Island Saint Paul.*

A true copy.

CHARLES BRYANT,  
*Treasury Agent for Seal-Islands.*

## No. 98.

FAIRHAVEN, MASS.,  
*September 30, 1873.*

SIR: I have the honor to submit the following report on the condition of the fur-seals and the general affairs of the seal-islands since my last, dated September 9, 1872. At that time there had been taken and



shipped from Saint Paul's Island, of the quota of 1872, seventy-one thousand and seventy (71,070) fur-seal skins, the balance of the quota being left to be supplied from the skins of animals necessarily killed for food for the natives. Of this balance were shipped, as per certificate dated June 2, 1873, 3,906 fur-seal skins, making a total of skins shipped from Saint Paul's Island, of the catch of 1872, of 74,976; so the account for seals taken stands as follows:

*Seals taken by the Alaska Commercial Company for their skins.*

	No. of seals killed.	Skins salted.	Condemned as valueless.
For the month of June.....	36,068	35,976	92
For the month of July.....	33,714	33,600	114
For the month of October.....	3,294	3,199	95
	73,076	72,775	.....
Seals taken for native food, May.....	687	687	301
Seals taken for native food, August.....	504	489	15
Seals taken for native food, September.....	345	117	*228
Seals taken for native food, October.....	801	774	27
Seals taken for native food, November.....	753	401	352
Seals taken for native food, December.....	538	457	81
Total number of seals killed.....	76,704	75,700	1,004

\* Stag.

Of these 74,976 were shipped as above stated, the balance of 724 skins remaining over to be counted on the quota of 1873.

Besides the above there were taken in November 5,121 young male seals as a supply of seal's flesh for winter food for the natives. This makes the whole number of seals killed on Saint Paul's Island during the year 1872, 81,825. This gave 70 animals per family, with an average weight of flesh, when dressed, of 9 pounds, or 630 pounds per family, the usual supply. The skins of these have no commercial value.

There were taken at the same time on the island of Saint George, by the Alaska Commercial Company and by the natives, for food, 25,164 seals; of these were salted 25,000; the balance, 164, were rejected as damaged by cutting or otherwise. All of those salted were shipped in September, 1872.

Besides, there were killed for a supply of food for winter use for the inhabitants 2,090 young male seals. This gives a total for seals of all classes killed on Saint George during the year 1872 as 27,254.

Some changes are observable in the habits of the seals, growing out of the present system of killing three, four, and five year olds instead of two, three, and four, as formerly, it having been ascertained that these sizes are of greatest value in market. There is a much smaller number of five-year-olds seen swimming along the shore of the breeding-rookeries during the period of copulation, and more of the young females maturing are seen to press up through the rookeries to the old males always gathered there. And where formerly the shore had been occupied in short sections, with open spaces between—through which the young males pressed to the uplands to lie down—these spaces have been

filled by the addition of the annually-increasing number of females maturing until these spaces become closed and the rookeries form continuous lines along the shore, thus obliging the young seals to seek new resting-places further on, and where they accumulate in larger numbers and wider distances from the breeding-places. This is rather an advantage than otherwise, as it facilitates the gathering them for killing with less liability to disturb the breeding-seals. It was also observable that a much larger number of one-year-old seals arrived on the island during July and August, as if the season had been more favorable for them while absent during the winter, and the destruction of them less than usual. The seals began to leave the island in the latter part of September, and on the 27th of December had all left for the winter.

The winter of 1872-'73 was unusually cold and severe, the sea freezing around the island in February, and continued frozen until the 23d of May. This delayed the arrival of the seals at the island ten or fifteen days later than usual. The first seals were reported near the island on the 9th of May.

The first drive for fresh food for the people was made May 23, when, by driving from three places, 297 seals were obtained. From that time they continued to increase, so that on June 3 the Alaska Commercial Company commenced taking them for their skins. At that time I estimated their number equal to what it usually is at twelve days earlier in former years, or that they were twelve days behind their usual time. The females began to arrive June 9, and no change in their habits or movements was observable except their increased numbers from the annually-maturing females, which I estimate at 5 per cent. a year, or 15 per cent. since 1870, the date of the lease.

The Alaska Commercial Company made their first drive for the taking of skins June 3 and continued until July 23, having taken in all 74,397 seals. Of these, 73,884 were salted; 361 were spoiled by being cut in skinning; 152 were damaged by heating on the field before they could be skinned. The account of seals killed up to August 1, 1873, stands as follows:

Seals taken by the Alaska Commercial Company for the month of—

	Number killed.	Salted.	Damaged by cutting.
June .....	38,070	37,732	338
July .....	36,327	36,152	175
<hr/>			
Total by Alaska Commercial Company—killed .....	74,397	Salted..73,884	Condemned, 513
For native food, May .....	297	284	13
To these is added the skins left over from 1872.....		724	
<hr/>			

Total number seals killed.... 74,694 Shipped, 74,892 Condemned, 526

Of the above were shipped, as per certificate to collector of customs for San Francisco, copies of which are already deposited with the Department, dated as follows:

July 14, 1873 .....	32,076
August 8, 1873.....	5,100
August 9, 1873.....	37,804
<hr/>	

74,980

A difference of 88 in excess appearing in the counting the skins from the salt-houses for shipment over the account as rendered on their being taken.

There have been shipped from Saint George Island of the quota of 1873, as per certificate dated—

July 16.....	5, 286
August 10 .....	19, 464
Total fur-seal skins .....	24, 750

Copies of these certificates have been already filed with the Department. A detailed report of the seals damaged or rejected has not yet been received.

The same conditions in regard to the changes in their habits growing out of the established system of killing older seals were observable as noted last year.

When the seal-islands were visited by myself and Special Agent H. H. McIntyre, in the season of 1869, there was no opportunity afforded for either of us to visit Saint George Island, to ascertain by actual observation its condition and proportion, as regarded number of seals, as compared with Saint Paul. From the best sources of information then obtainable, it was believed to contain from one-third to one-half as many as Saint Paul, and on this information the number of seals to be taken annually was fixed at 25,000, and Saint Paul at 75,000. It is now ascertained that the number of seals annually breeding on Saint George is less than one-eighth of the number on Saint Paul, and that the island of Saint George cannot be relied on to furnish the established quota of 25,000 skins annually of the desired size and quality to be of prime value, and to obtain the requisite number the past season it has been necessary to take seals too small to be first-class skins. I therefore recommend that the number to be taken annually on the island of Saint George be limited to 15,000; and, in order that this may work no hardship to the people of Saint George by depriving them of a part of their necessary support, that it be recommended to Congress to so amend the act limiting the number to be taken on the island of Saint Paul to 75,000 annually, as to allow an addition of 10,000 to the quota of that island, which is amply supplied to yield the requisite number, and thus a portion of the population of the island of Saint George may remove to the island of Saint Paul temporarily, during the sealing season, or permanently, as they choose.

In my report dated November 10, 1871, I stated that I had caused a number of young male seals to be marked by cutting their ears. This was done to determine whether, as a rule, they returned to the rookery where they were born, as was claimed by the natives. This was done in 1870, and the present year they were old enough to be taken for their skins. Six out of one hundred thus marked have been taken, two on the island of Saint George and four on the island of Saint Paul, and none of these were found on the same rookery where they were marked; this would go to prove that they are not governed by any special instinct to return to the exact place of their birth. This, also, furnishes some evidence of the percentage of seals that live to grow up. There yet exists but little information of their haunts or habits while absent from the islands. That they have numerous and powerful enemies is apparent by the great disproportion between the number that leave the islands at four months old, and those that return again at one year of age.

During the fall months, while the young seals are leaving the islands, shoals of a small species of the whale, known among whalemén as the killer, from its sometimes attacking and killing the right-whale, are seen in the vicinity of the islands often, apparently chasing the seals, and in one instance, while so doing, one has run into shoal water, been killed, and two seals found in its stomach. From the most careful observation, extending over five seasons of sealing, I cannot estimate the number of young seals that return the first year after birth to be over 30 per cent. of the product, and that were no seals taken for their skins not over 10 or 12 per cent. would live to the age of five years. Thus it is seen that the older the class of seals taken for their skins the smaller the supply from which to take them.

The breeding-rookeries during the breeding-season have a fixed and permanent character. They begin to fill at the water-line, and fill in equal numbers in a given space, extending their boundaries no farther than can be so filled, so that by carefully noting these boundaries from year to year, an approximate estimate can be made of the ratio of increase, by the addition of the young females maturing annually. These, as compared with their area in 1870, now show an expansion equal to 15 per cent. in three years, or an annual increase of 5 per cent. since the date of the lease. The full-grown males that do not find room on the breeding-places, gather as near as possible to await for opportunities to supersede the weak and wounded while fighting for the possession of the females. Here the proportion their numbers bear to the necessities for breeding purposes can be readily estimated, and of this class for breeding purposes there is a full supply. The classes driven for their skins during the sealing season are too often disturbed to afford opportunity for estimating their numbers. But after the sealing is all done, and the full quota taken for the year, we know what remains as a future supply. In a few days they settle quietly on their resting-places and can then be fairly estimated. On Saint Paul Island there is evidence of a steady increase that exceeds the demand to fill the quota for that island, while on Saint George Island, as before stated, the supply falls short of the number necessary to furnish large-sized skins. All other conditions appear to be the same on Saint George as on Saint Paul, the females annually increasing in numbers, showing it to be only necessary to reduce the number of males taken for their skins, to afford the necessary complement for breeding purposes. Thus may be summed up the general condition of the fur-seals at the seal-islands, after three years' practical application of the present established system for their management.

The number of breeding-females has increased 15 per cent. while one hundred thousand males have been taken annually for their skins, and there is still left a surplus of males required for breeding purposes.

The general affairs of the natives have been administered by chiefs of their own selection, and in accordance with their former customs, with only such slight changes as the new conditions required, it being my policy to accustom them to rely on themselves in all matters that concern only themselves. Such incidents as seem worthy of note, follow in their regular sequence. On the departure of the steamer *Alexander* for San Francisco September 9, 1872, three families and seven unmarried parties, seventeen persons in all, availed themselves of the privilege accorded them by the Alaska Commercial Company, of a free passage on their vessels to and from the islands, to remove, temporarily for the winter, to Ounalaska, intending to return to Saint Paul again in the spring.

With the departure of the steamer ended the sealing, and during the months of October, November, and December the natives were employed in work of grading and building the house erected for the use of the Treasury agents, and six other houses that were erected for the use of the natives, by the Alaska Commercial Company. In November, the weather being sufficiently cold for the purpose, the necessary supply of seal-flesh and blubber for winter-use of the natives was secured and preserved by either salting or freezing.

December 20, 1872, in accordance with a regulation adopted by themselves, the natives made their annual division of the fund derived from the labor of taking the fur-seal and sea-lion skins, which amounted to \$30,637.97. The same rules are observed as under the former Russian Company, they arranging themselves into four classes. Those who are most expert in skinning seals and otherwise good citizens, constitute the first class, which contained thirty-four men; those who failed to come quite up to this standard constitute the second class, twenty-three men; those more idle and lazy the third class, four men; while those sick and working irregularly, together with boys just learning to take seals, constitute a fourth class, numbering ten men. (It is always practicable to rise by merit from the lower to the higher classes.) In this division the second class get 90 per cent. of the first, the third class 80 per cent., the fourth 70 per cent.; to these is added one first-class share for the acting priest, and two first-class shares set aside to create a fund to pay for a new church; in all, seventy-four shares. This gives as a first-class share, \$451.22; second class, \$405.09; third class, \$360.97; fourth class, \$315.85.

The same rules are observed on Saint George Island in classification, but a given number of skins are set apart, according to classes, for which each man is paid for taking.

First class, 17 men, 971 skins, at 40 cents.....	\$338 40
Second class, 2 men, 935 skins, at 40 cents.....	374 00
Third class, 7 men, 821 skins, at 40 cents.....	328 40
Fourth class, 3 men, 400 skins, at 40 cents.....	160 00

It will be seen, by comparing the amount of the shares on both islands, that Saint George Island has already a larger population in proportion to the amount of skins taken and money received for them than Saint Paul's; therefore it will be necessary, on diminishing the present quota of Saint George, to provide for the removal of a part of the population to Saint Paul's.

The census taken January 1st, 1873, on Saint Paul's Island, gives the number of the native inhabitants on the island 218; to these should be added the seventeen then absent and properly to be reckoned as belonging to the island, making in all 235, showing a decrease since 1870 of twelve persons. These are divided as follows: males 114, females 121. The oldest person was a female, aged 58 years; she has since deceased, leaving the oldest native now living 56. There were, during the year previous, four marriages, ten births, and twelve deaths, the mortality being greatest among young children, the average life of deceased being seven years and four months; average length of life, of those now living, twenty-two years and eleven months. It will be seen that the severity of the climate is not favorable to longevity. During the winter and spring following, there has been, up to August 1, two births and twelve deaths, mostly from consumption.

A school-house was fitted up and properly consecrated, and a school commenced October 2, and continued eight months; but on account of

a prejudice among the people, who have a fear that in learning English their children will forget their Russian, and weaken their attachment to their church, only seven attended regularly. Under the assiduous care of the teacher, these made very commendable progress. There were at the same time three classes taught by natives, two in Russian and one in Aleut; in all, seventeen scholars attended schools of all kinds. Assistant Agent Samuel Falconer reports the same difficulties existing on the island of Saint George in regard to securing attendance at school. See copies of his reports inclosed herewith.

The sixty tons of coal accepted in lieu of sixty cords of wood for gratuitous distribution was divided according to the population, forty tons being received at Saint Paul's and twenty tons landed on Saint George. It was stored until the severity of the weather rendered its use necessary in December, 1872, when it was distributed by the chiefs in weekly rations, and lasted until March 1, 1873, after which the supply on hand by the Alaska Commercial Company for sale lasted until May.

The store was well supplied with dry goods and provisions of good quality, and sold at low prices and in such quantities as desired, except the article of sugar, the sale of which was limited to one-half pound per person per week; this was necessary to prevent, as much as possible, the manufacture of quass or native beer, and the drunkenness produced by its use; and it is believed that during the holidays very little of the small quantity sold was used for tea, being saved in small parcels until sufficient had accumulated to brew into beer.

The ice-pack that completely inclosed the island in February, remained until May 23, when it broke up and drifted to southwest, rendering it for the first time possible for a vessel to approach the island. The steamer Alexander arrived May 28, bringing mails, &c., from San Francisco, having on board the general agent of the Alaska Commercial Company, and a number of employes of the company to carry on the sealing. The steamer also brought, as passengers from Onalaska, the men that belong to the island who took passage to that place in September, 1872, to winter there. The steamer also brought two carpenters from San Francisco to frame and build a church for the natives, the people of both Saint Paul and Saint George having last year agreed with the Alaska Commercial Company to furnish the materials and a part of the labor for this purpose, to pay for which a fund nearly sufficient has been already accumulated, by setting aside for that object two first-class shares of the seal fund annually. The materials have since then been landed on the islands, and the church on Saint Paul has been raised and boarded, and will be completed before another year; that on Saint George will be built during the ensuing winter.

The steamer having finished unloading and taken on board the balance of skins left on the island to fill the quota of 1872, again sailed for Onalaska June 2, to reload at that place with lumber, coal, salt, and stoves for the use of the islands, she being employed to ply between that place and the seal-islands until the end of the sealing season.

Immediately after the departure of the steamer, the sealing commenced, and all the natives of the islands worked continuously, Sunday excepted, until it was finished, July 23. Eight natives from Onalaska were brought up to assist in unloading vessels and do the other work of the company while the sealing lasted.

An attempt was made, on June 11, by the general agent of the Alaska Commercial Company to induce the chiefs to adopt, as a native, to share in the sealing and its profits, an employe of the company, a Spanish creole, a native of the Ladrone Islands. This being contrary to the for-

merly-established law of the Russians, and the principle always kept in view in all legislation—that to the natives of the island belongs the privilege of doing the labor and receiving the pay—this was not permitted.

In my report, dated November 10, 1871, I had the honor to recommend to the Secretary of the Treasury to ask for an appropriation by Congress for the purchase of lumber and materials to enable the natives of the seal-islands to build wooden houses for themselves. As the president of the Alaska Commercial Company voluntarily offered to build those houses, and allow the natives to live in them free of rent, no further action was taken in the matter. There have since been built, on Saint Paul's island, thirteen such houses, and so disposed of, and three more will be built this present season. There are now forty-three native families living in thirty-five turf huts. The proposition was made by the company to build a large number of these houses, the present year, instead of the church, but the people unanimously desired the church first. On Saint George there have been built three houses for the use of natives, and one more to be built the present season. Arrangements were made with the general agent of the company, before I left the islands, by which the people will all be comfortably housed during the coming winter.

A very large amount of the necessary supplies for the uses of the natives have been stored on the islands for the coming winter. Eighty tons of coal have been landed on Saint Paul's, but, owing to the pressure of other matters, the forty tons for the natives have not yet been delivered to the Treasury agent in charge. The twenty tons for Saint George island have been delivered to the officer in charge, and duly receipted for.

The Alaska Commercial Company has this year introduced two labor-saving improvements on Saint Paul's Island, of great advantage to the people. The first, a movable railway-track, placed on the beach, extending into deep water, so that boats come to and discharge their freight into cars to be hauled on shore. This saves the men from the necessity of wading through the water to land coal, salt, and other heavy articles on their shoulders, as formerly. The other is the introduction of a horse and mules to haul the skins from the killing-ground to the salt-houses while sealing, instead of the men bringing them on their shoulders. This improvement alone reduces the labor of taking the skins fully twenty-five per cent., and is the principal reason of the work being done so much earlier this year than before.

It will be seen by the foregoing report that all the conditions of the lease have been fulfilled by the Alaska Commercial Company in a broad and generous spirit that entitles them to very high commendation.

I inclose herewith copies of the reports of Samuel Falconer, assistant Treasury agent, in charge Saint George Island, and at the same time desire to express in the strongest manner my appreciation for the able manner in which he has administered the affairs of that island since the date of his taking charge, November 9, 1870.

I have the honor to remain,

CHARLES BRYANT,  
*Treasury Agent for Seal-Islands.*

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#### SUPPLEMENTARY REPORT.

The seal-skins being all cured and shipped on board the steamer *Alexander*, she sailed for San Francisco, September 9, to touch at Saint

George and take on board the remainder of the quota of that island; the general agent of the Alaska Commercial Company and employes, except the winter force of three men, returning to San Francisco; also as passengers, myself and family, and Assistant Agent H. W. Elliott and family; Samuel Falconer, esq., assistant Treasury agent, remaining in charge of Saint George Island, acting under the following instructions:

TREASURY AGENT'S OFFICE,  
SAINT PAUL'S ISLAND, A. T.,  
*April 24, 1872.*

SIR: You are hereby assigned for duty and placed in charge of Saint George Island. It will be your duty to see that the laws of the United States concerning the taking of fur-seals under the lease with the Alaska Commercial Company are observed; that the natives are protected in all their rights, and, in general, it will be your duty to perform all those acts which shall be for the interest of the United States, and the comfort and improvement of the natives of the island.

You are herewith furnished with a blank book to keep a record of the following objects, said book to be kept on the island for future reference.

It will also be your duty to see that when seals are driven for their skins that they are taken from all the different rookeries or families in such proportion as the size of the rookery bears to the whole number on the island; to keep a list of the number of seals killed, time of driving, and place from whence driven, with, as near as may be, the loss from overheating while driving or otherwise; to give special attention to the condition of the breeding-rookeries, as to their increase or otherwise, from year to year, adding any observation pertinent to the object of their increased development that may suggest itself, and report the facts to me in detail as often as practicable; and, in addition, you are requested to give attention to the following items of observation and inquiry:

1st. To prepare a list which will give the full name, sex, age, and condition, whether married or single or widowed, of every man, woman, and child now living on the island.

2d. To prepare a list which will show the number of families and names of members living on the island.

3d. Keep an accurate record of marriages, births, and deaths, and the cause of their death, as they occur.

4th. Keep an accurate record of changes and removals, arrivals of the natives to and from the island.

5th. Keep a daily journal of the weather, together with any observations or remarks that are likely to be of future use to the general interests of the island.

Assistant Agent Francis Lessen, a copy of whose instructions is herewith transmitted to you, will report to you to assist in the performance of these duties.

CHARLES BRYANT,  
*Treasury Agent in charge Seal-Islands.*

SAMUEL FALCONER, Esq.,  
*Assistant Treasury Agent.*

TREASURY AGENT'S OFFICE,  
*Saint Paul's Island, Alaska Territory, April 24, 1872.*

SIR: Should Bishop John, of Sitka, wish to place a curate on the island of Saint George, to minister to the spiritual wants of the people, you



will permit him to do so, understanding him to confine himself strictly to his parochial duties.

Respectfully, yours,

CHARLES BRYANT,  
*Treasury Agent in charge Seal-Island.*

SAMUEL FALCONER,  
*Assistant Treasury Agent, Saint George's Island.*

TREASURY AGENT'S OFFICE,  
*Saint Paul's Island, Alaska, August 1, 1873.*

SIR: You are hereby instructed that in all cases where skins are shipped from Saint George's Island, on the vessels of the Alaska Commercial Company bound direct to San Francisco, without affording opportunity to communicate with this office, to give a certificate for the number so shipped to the master of said vessel on which the skins are so shipped, also forwarding two copies of the same to the Secretary of the Treasury and the collector of customs for San Francisco, one of these copies to be forwarded by the vessel taking the skins, and the duplicate copies should be sent the next opportunity occurring after, and report the same at this office the earliest opportunity.

You are further instructed not to permit any person or persons other than natives of the seal-island, or directly in the employ of the Alaska Commercial Company, to reside on Saint George's Island, without written permission from the Secretary of the Treasury.

CHARLES BRYANT,  
*Treasury Agent in charge Seal-Islands.*

SAMUEL FALCONER,  
*Assistant Agent in charge Saint George's Island.*

This last was necessary, as in some cases the vessels touch at Saint George's after leaving Saint Paul's on their way to San Francisco.

The island of Saint Paul is left in charge of Francis Lessen, esq., assistant Treasury agent, with instructions, of which the following is a copy:

TREASURY AGENT'S OFFICE,  
SAINT PAUL'S ISLAND, A. T.,  
*August 7th, 1873.*

SIR: You are hereby placed temporarily in charge of the island of Saint Paul, where it will be your duty to maintain the laws of the United States relating to the protection and preservation of the fur-seals; the conditions of the lease with the Alaska Commercial Company, and the regulations of the Secretary of the Treasury under said lease for the taking of the same.

It will be your duty to see that no seals are killed, except under the directions of the chiefs, for the purpose, and as provided in section first of the act entitled "An act to prevent the extermination of the fur-bearing animals in Alaska," approved July 1st, 1870.

You are further instructed not to permit any person or persons other than natives of the seal-islands, or directly in the employ of the Alaska Commercial Company, to land or reside on Saint Paul's, except by written permission of the Secretary of the Treasury.

However, should a curate of the Russian Orthodox Church, furnished with proper testimonials from Bishop John, of Sitka, wish to land and reside on the island to administer to the spiritual wants of the people, you are hereby authorized to permit him to do so, with the understand-

ing, however, that in all civil matters he will be subject to the laws of the United States, and the regulations of the Secretary of the Treasury which may be made in pursuance thereof.

CHARLES BRYANT,

*Treasury Agent in charge Seal-Islands.*

FRANCIS LESSEN, Esq.,

*Assistant Treasury Agent Saint Paul's Island.*

I have the honor to remain,

CHARLES BRYANT,

*Treasury Agent for Seal-Islands.*

Hon. W. A. RICHARDSON,

*Secretary Treasury.*

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No. 99.

WASHINGTON, D. C., October 31, 1873.

SIR: Three points connected with the general interests of the Government upon the Prybiloo group of seal-islands seem to call for your immediate personal consideration, and as such I take them from my general report and present them in this special communication to yourself:

*1st. The annual waste of seal-oil.*

Upon the Prybiloo Islands one hundred thousand seals are annually slaughtered and the blubber suffered to rot and waste away upon the killing-grounds, owing to the tax now levied by law upon every gallon of seal-oil that may be made and exported to home ports.

In this way over forty thousand gallons of excellent oil are annually lost to the aggregate of national wealth. As the matter now stands no party can profitably render this seal-blubber into oil and transport it twenty-five hundred miles to San Francisco for market, and enter into successful competition there with the makers of lard, rape-seed, and other oils, who have no such impost to support.

I would, therefore, respectfully suggest that as this waste of seal-oil on the Prybiloo Islands is a public loss, the tax now levied by law upon its shipment from the islands to home ports be abolished.

*2d. With regard to the inhabitants of the Prybiloo Islands, who are the "natives" as specified in the law of the lease.*

This is a matter of great importance to these people, and to prevent confusion and illegal action in the future, I earnestly urge upon you the propriety of settling this question beyond any possibility of evasion or misapprehension, for as the case now stands it is not clear or explicit as to what class of the classes of people now living upon the islands are the "natives," who are by law guaranteed, as they should be, the sole right of independent residence on the islands and participation in the sealing labor and reward.

The people now living upon the islands may be divided into three classes, viz:

First. The natives, properly speaking, or those who have been born and raised upon these islands.

Second. The people who are living there but not born at the time of the transfer of the territory.

Third. The people who were living and working upon the Prybiloo Islands at the time of the granting of the present lease.

If you decide exclusively in favor of the first class, you will deprive three-fourths of the present population of the right to live and labor upon the islands.

If you decide exclusively in favor of the first and second classes, you will deprive six Kodiak and Aleutian families of the right to live and labor there, a loss which the people could not well sustain, as their working gang for the sealing business is none too large now, and many days, during the press of the best driving and killing season in June and July, they are short-handed.

But if you decide in favor of the third class also, and exclusively, you will settle the matter in the most satisfactory manner with regard to the wishes of the people themselves. Accurate records of the people living upon the islands at the time of the granting of the lease can be found in the church registers on both islands. A copy of the one on Saint Paul I embody in my report, and the record with regard to Saint George was in the custody of Father Shaiesneekoff, of Ounalaska, who was absent on the occasion of my being there, August, 1873.

### *3d. The brewing of beer or "quass" upon the Prybiloo Islands.*

The existing law, which prohibits the importation, making, or vending of spirituous or fermented liquors in the Territory, is an excellent one, but natives can evade it almost everywhere, and do so by brewing a species of beer from sugar, rice, flour, &c., &c., with which they become intoxicated; but upon the seal-islands this law can be thoroughly enforced, and it should be done rigidly, with honest regard for the best interests of the people there, who, had they the opportunity, would be in a chronic condition of drunken debauchery. This is natural only on their part, for most of their time is passed in idleness, owing to their position and the character of service they are called upon to render, which engages them over two working-months in the year.

The Government agent upon these islands can quietly and effectually abate this existing nuisance of beer intoxication by marking the offending persons, and instructing, or rather authorizing the company's agent to discontinue the selling of sugar, hops, &c., to the parties who abuse the privilege of purchasing them, and this agent of the Alaska Commercial Company will cheerfully do so.

As matters now stand, the law is simply nothing in regard to preventing the great evil of intoxication among these simple people, carried out as it has been by the Treasury agent in charge of the islands during the season of my residence there in 1872-'73.

The physicians on the two islands should alone have the dispensation of liquor, and they should be well supplied with it for medicinal use only; but to all others living or visiting on the Prybiloo Islands the law should be patent and real.

I have the honor to be, very respectfully, your obedient servant,  
**HENRY W. ELLIOTT,**  
*Special agent Treasury Department.*

Hon. WM. A. RICHARDSON,  
*Secretary of the Treasury.*

No. 100.

TREASURY DEPARTMENT,  
*Washington, D. C., October 14, 1873.*

SIR: I am in receipt of a letter dated the 19th ultimo, from the collector of customs at Sitka, Alaska, in which he states that he is advised that the Attorney-General has decided that the introduction of spirituous liquors into the Indian country is exclusively under the control of the War Department, and that the deputy internal-revenue collector for that district has confirmed this statement. Under this state of facts, he is apprehensive that the military authorities stationed there may attempt to exercise jurisdiction in the premises.

Respectfully referring to the fourth section of the act of July 27, 1868, in regard to the Territory of Alaska, I will thank you to inform this Department whether you consider the Territory of Alaska as embraced within the term "Indian country," and whether your Department claims to exercise control over the introduction of spirituous liquors into that Territory.

The Department takes this precaution before communicating with the collector of customs in the premises.

I have the honor to be, very respectfully,

WM. A. RICHARDSON,  
*Secretary of the Treasury.*

Hon. W. W. BELKNAP,  
*Secretary of War.*

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No. 101.

FAIRHAVEN, MASS., *December 4, 1873.*

SIR: I have the honor to inform you that the Alaska Commercial Company's schooner, William Sutton, touched at the seal-islands, Alaska, on the 4th of October last, for the purpose of taking to San Francisco Messrs. Mossman and Davidson, of that place, two carpenters, who had been employed in building the native church.

By this mail I received a brief report from Francis Tessen, esq., district treasury agent in charge of Saint Paul's island, containing information of the condition of that island two months later than I left, August 9, of which the following is a copy:

TREASURY AGENT'S OFFICE,  
*Saint Paul's Island, Alaska, October 4, 1873.*

SIR: I have the honor to submit to you a short report on the condition of this island. Since your departure, August 9, I have, according to your instructions, examined the near rookeries frequently, and on three occasions Mr. Adams, myself, and Bootrim, the chief, went in a whale-boat around the island to the west and northeast point rookeries. I find our opinions on the unusual quantity of young seals, (pups,) and the good condition of the rookeries, all agree.

In regard to the health and comfort of the inhabitants, I have much pleasure to state that the management of the company's officers under Mr. Adams, agent for the Alaska Commercial Company of this island, although short as yet, has proven to me sufficiently that he intends and does as much to improve their condition as circumstances do permit.

August 15th a division was made among the inhabitants of the earnings of this year's sealing, which amounted to \$29,674.60, and was divided by the chief, in my presence, as follows:

38 first-class shares at 100 per cent., \$435.11 per share.

20 second-class shares at 90 per cent., \$391.59 per share.

10 third-class shares at 80 per cent., \$348.08 per share.

6 fourth-class shares at 70 per cent., \$304.57 per share.

On the arrival of the company's schooner, William Sutton, October 4, I have received from the Alaska Commercial Company, on account of the Government, for distribution among the inhabitants of this island, 27 barrels salted and 8,000 pounds dried fish; also, 40 tons of coal, as provided for in the lease.

The school for the education of the children was opened on the first of October, under the management of Mrs. Fish as teacher.

FRANCIS TESSEN,  
*Assistant Treasury Agent.*

CHARLES BRYANT,  
*Treasury Agent for Seal Islands.*

In my report of September 30, I stated that previously to leaving the island, August 9, arrangements had been made to secure the comfort of the natives during the ensuing winter. From private correspondence I learn that these have all been fully carried out, and that they are now all comfortably housed.

I have the honor to remain,

CHARLES BRYANT,  
*Treasury Agent for Seal Islands.*

Hon. WM. A. RICHARDSON,  
*Secretary of the Treasury.*

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No. 102.

WASHINGTON, D. C., January 15, 1874.

SIR: In relation to the value of seal-oil, and the cost of taking it, I beg to submit the following for your consideration:

The number of gallons that may be taken annually at the islands of Saint Paul and Saint George has been variously estimated at from twenty to forty thousand; and the cost of taking and delivering it in San Francisco will average thirty cents per gallon.

The market-value of seal-oil in San Francisco ranges from thirty-five to forty-five cents per gallon. The highest price we have received for it was fifty-six cents in Boston, for a small lot shipped around Cape Horn, less cost of commissions and other expenses.

The Alaska Commercial Company would be glad to take the oil, if it could be done at a small profit or without loss, as it would save property that is now wasted, and give additional employment and compensation to the natives.

Very respectfully, your obedient servant,

H. M. HUTCHINSON,  
*For Alaska Com. Co.*

Hon. W. A. RICHARDSON,  
*Secretary of the Treasury.*

No. 103.

TREASURY DEPARTMENT,  
*Washington, D. C., January 19, 1874.*

SIR: I inclose herewith a communication, dated the 15th instant from Mr. H. M. Hutchinson, in behalf of the Alaska Commercial Company, requesting that said company be relieved from that clause of the lease of the United States to them of the right to take fur-seals in Alaska, which provides that they shall pay fifty-five cents per gallon for each gallon of oil obtained from said seals, &c.

In view of the statements presented and from various sources of information, this Department sees no good reason why said tax should not be removed in whole or in part, if (with the consent of the lessees) the requisite power lies in the Secretary of the Treasury to do so, without invalidating the lease in other respects, reference being had to said lease, a copy of which is inclosed, as also to the act entitled "An act to prevent the extermination of fur-bearing animals in Alaska," approved July 1, 1870, in pursuance of which said lease was made.

An expression of your views upon the legal question raised in the premises, with return of the two inclosures, is respectfully requested.

I am, very respectfully,

WM. A. RICHARDSON,  
*Secretary.*

E. C. BANFIELD, Esq.,  
*Solicitor of the Treasury, Department of Justice.*

No. 104.

DEPARTMENT OF JUSTICE,  
OFFICE OF SOLICITOR OF THE TREASURY,  
*Washington, D. C., February 4, 1874.*

SIR: In reply to your letter of the 19th ultimo, inquiring whether or not the Alaska Commercial Company can be relieved from that clause of the lease of the United States to them which provides that they shall pay fifty-five cents per gallon for each gallon of oil obtained from seals, I have the honor to say that as the clause referred to was not one of the conditions of the lease specifically prescribed by Congress, but was imposed by the Secretary of the Treasury himself, I am of opinion that he may waive the collection of the tax referred to in whole or in part, for such time as he may see fit.

The inclosures are herewith returned.

I am, very respectfully,

E. C. BANFIELD,  
*Solicitor of the Treasury.*

Hon. WM. A. RICHARDSON,  
*Secretary of the Treasury.*

No. 105.

WASHINGTON, *February 15, 1874.*

SIR: In reply to your verbal inquiries in regard to obtaining a revenue from the oil of the fur-seals killed annually at the fur-seal islands in Alaska, I beg leave to submit the following statement:

During the season of 1871, about six thousand gallons of oil was ren-

dered at the island of Saint Paul, at a cost of twenty-five cents per gallon, allowing six cents per gallon to the native for skinning and delivering the blubber at the place of rendering. But as the addition of the present tax of fifty-five cents per gallon would make it cost, on shipping, eighty cents per gallon, while its market-value being less than fifty cents, would involve such positive loss, that it was kept and stored on the island, and now remains there, and no more of the oil has since been saved.

In my opinion no revenue can be obtained from taxing the oil, and as the parties most to be benefited by the saving of the oil are the natives of the islands, I would therefore most respectfully suggest the present tax of fifty-five cents per gallon be removed, and in its place a regulation be established fixing a stipulated sum, say six cents per gallon, be paid the natives for skinning and of delivering the blubber to the agent of the Alaska Commercial Company, not required by the natives for their own uses on the island. This would still leave a margin sufficient to pay the cost of rendering and shipping. In this way about fifty thousand gallons of oil may be obtained annually. The proceeds of this would thus enable the natives to buy wood or coal for warming their houses in winter, said blubber being wholly unfitted for this purpose, and the sixty tons of coal provided for general distribution by the condition of the lease, insufficient for a full winter supply.

I have the honor to remain,

CHARLES BRYANT,  
*Treasury Agent for Seal-Islands.*

Hon. WM. A. RICHARESON,  
*Secretary Treasury.*

No. 106.

TREASURY DEPARTMENT,  
*Washington, D. C., February 16, 1874.*

SIR: Referring to your letter of the 15th ultimo, relative to the taking of seal-oil on the islands of Saint Paul and Saint George by the Alaska Commercial Company, upon which oil a tax of fifty-five cents per gallon was agreed to be paid by the lease entered into between the United States and said company, I have to say that upon due consideration, I have decided to waive the collection of tax upon such seal-oil as may be taken by said company and shipped from said islands; such waiver to stand in full force until otherwise ordered by the Department.

I am, very respectfully,

WM. A. RICHARDSON,  
*Secretary.*

H. M. HUTCHINSON, Esq.,  
*Of Alaska Commercial Company, Washington, D. C.*

No. 107.

TREASURY DEPARTMENT,  
*Washington, D. C., March 13, 1874.*

SIR: On the 16th ultimo, the Department addressed to you a letter in which you were informed that the collection of the tax of 55 cents per gallon on seal-oil obtained by the Alaska Commercial Company on the

islands of Saint Paul and Saint George, which was agreed to be paid by the lease entered into between the United States and said company, would be waived until otherwise ordered by the Department.

Since then, upon the representation of Special Agent Bryant, in charge of said islands, the Department has further considered the matter, and has decided that the natives of the islands should be compensated for their time and labor in skinning and delivering the blubber of the seals at the place of rendering the oil, and that a fair rate of compensation for such services would be ten cents per gallon for each gallon of oil taken.

In view of the above, the Department has this day instructed Special Agent Bryant to cause such fee of ten cents per gallon to be collected on the shipment of seal-oil from those islands, the proceeds to be devoted and applied by him to the general welfare of the natives performing such services.

The Department, however, reserves the right to rescind or modify this order at any time whenever, in its opinion, it may be for the benefit of the natives or the Government to do so.

I am, very respectfully,

WM. A. RICHARDSON,  
*Secretary.*

A. M. HUTCHINSON,  
*Of Alaska Commercial Company, Washington, D. C.*

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No. 108.

TREASURY DEPARTMENT,  
*Washington, D. C., March 13, 1874.*

SIR: Referring to your letter of the 19th ultimo, in relation to the seal-oil obtained on the islands of Saint Paul and Saint George, in Alaska, by the Alaska Commercial Company, I have to say that the Department, after due consideration, has decided that such company shall pay, as compensation to the natives of the islands for their time and labor in skinning and delivering the blubber of the seals at the place of rendering the oil, ten cents for each gallon of oil taken. Mr. Hutchinson, of said company, has been this day duly informed of such decision, and has also been informed that such fee or tax will be collected under your supervision, and will be devoted and applied by you to the general welfare of the natives of the islands performing such services. You will, therefore, be governed accordingly.

The Department, however, reserves the right to rescind or modify this order at any time, whenever in its opinion it may be for the benefit of the Government or the natives to do so, and said company has been advised accordingly.

I am, very respectfully,

WM. A. RICHARDSON,  
*Secretary.*

CHAS. BRYANT, Esq.,  
*Special Agent Treasury Department.*



No. 109.

WASHINGTON, March 18, 1874.

SIR: I hereby acknowledge the receipt of Department letter dated March 15, marked "H. B. J." in upper left-hand corner, containing instructions concerning the taking of seal-oil on the seal-islands.

As the carrying-out of these instructions involves the necessity of ascertaining the number of gallons shipped, I would hereby most respectfully request that I be allowed two gauging-rods, one for Saint Paul's and one for Saint George's Island.

Very respectfully, I remain,

CHARLES BRYANT,

*Treasury Agent in charge of Seal-Islands.*

Hon. WM. A. RICHARDSON,

*Secretary of the Treasury.*

No. 110.

TREASURY DEPARTMENT,

Washington, D. C., March 20, 1874.

SIR: Respectfully referring to the letter of the Department addressed to you under date of the 13th instant, informing you of its decision in regard to the compensation that should be paid to the natives on the islands of Saint Paul and Saint George for the taking and rendering of seal-oil, I have to say that the instructions given to the special agent on the 13th instant have this day been modified so as to require that the compensation due the natives for their services in taking and rendering the oil shall be paid to them directly, and not to the Government agent, and that the ten cents per gallon shall be for all labor performed in taking the oil and delivering it to the vessel.

I am, very respectfully,

WM. A. RICHARDSON,

*Secretary.*

H. M. HUTCHINSON, Esq.,

*Of Alaska Commercial Company, Washington, D. C.*

No. 111.

TREASURY DEPARTMENT,

Washington, D. C., March 20, 1874.

SIR: Respectfully referring to the letter of the Department addressed to you under date of the 13th instant, making regulations concerning the taking of seal oil by the Alaska Commercial Company, on the islands of Saint Paul and Saint George, I have to say that said instructions are hereby modified so as to require that the ten cents per gallon shall be paid directly to the natives performing the labor, and that such compensation shall be for all services in taking the oil and delivering it to the vessel.

I am, very respectfully,

WM. A. RICHARDSON,

*Secretary.*

CHARLES BRYANT, Esq.,

*Special Agent United States Treasury Department,*

*San Francisco, Cal.*

No. 112.

WASHINGTON, D. C., March 21, 1874.

SIR: The Alaska Commercial Company begs leave to acknowledge the receipt of your communications of February 16, March 13, and March 20, respectively, in relation to the tax on seal-oil to be paid by this company, in compliance with the terms of its lease from the United States, dated August 3, 1870.

In reply, this company respectfully informs the Secretary of the Treasury that it concurs in his opinion as to the right of the Government to reduce the amount of said tax, on the ground that the said tax is imposed by a regulation of the Treasury Department, and not by act of Congress; and that it is, in no sense, a modification of the terms of said lease in a material part thereof; and, as such, is respectfully accepted and concurred in by this company.

The Alaska Commercial Company further begs leave to respectfully inform the Secretary of the Treasury, that the acceptance of said modifications is not to be construed as a waiver of any of its rights under said lease, or to be regarded as any admission of the right of the United States to vary the form or terms of the said lease without the consent of said company.

Very respectfully, your obedient servant,

H. M. HUTCHINSON,  
*For Alaska Commercial Company.*

HON. W. A. RICHARDSON,  
*Secretary of the Treasury.*

No. 113.

TREASURY DEPARTMENT,  
Washington, D. C., March 24, 1874.

SIR: I am in receipt of your letter of the 21st instant, acknowledging the receipt of Department communications of February 16, March 13 and 20, respectively, in relation to tax on seal-oil, to be paid by the Alaska Commercial Company, in compliance with the terms of its lease from the United States, dated August 3, 1870, and I have to say that your understanding of the terms under which the waiver of tax on said oil was made, is correct; that is, it is in no sense nor in any manner a modification of the terms of said lease, and that the Government reserves the right to enforce fully the provisions of said lease at any time it may see fit so to do.

I am, very respectfully,

WM. A. RICHARDSON,  
*Secretary.*

H. M. HUTCHINSON, Esq.,  
*Of Alaska Commercial Company, Washington, D. C.*

No. 114.

TREASURY DEPARTMENT,  
Washington, D. C., March 25, 1874.

SIR: In accordance with the authority contained in the act approved March 24, 1874, conferring discretion upon this Department to regulate the number of seals which may be killed on the islands of Saint Paul

and Saint George, Alaska, and to regulate the period in each year during which such seals may be taken, I inclose herewith an agreement, in addition to the lease between the United States and the Alaska Commercial Company, executed by me on the part of this Department, and which is intended for execution in duplicate by the proper officers of the Alaska Commercial Company, under the seal of that company.

Upon the execution of this contract by the said officer, and upon the sureties to the bond, residing in San Francisco, signing the agreement indorsed upon this contract, you will deliver to such officer of said company one of these copies, and return the other to the Department.

You will also, upon the execution of such document, deliver to Captain Charles Bryant, special agent, the inclosed instructions to him, prepared in accordance with the law and said agreement.

I am, very respectfully,

WM. A. RICHARDSON,  
*Secretary.*

T. B. SHANNON, Esq.,  
*Collector, San Francisco, Cal.*

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Whereas, by a certain indenture made August third, eighteen hundred and seventy, between William A. Richardson, then acting Secretary of the Treasury, and the Alaska Commercial Company, a corporation duly established under the laws of the State of California, it was covenanted and agreed as follows, to wit:

"And the said lessees further covenant and agree not to kill upon said island of Saint Paul more than seventy-five thousand fur-seals, and upon the island of Saint George not more than twenty-five thousand fur-seals per annum; not to kill any fur-seal upon the islands aforesaid in any other month except the months of June, July, September, and October of each year; not to kill such seals at any time by the use of fire-arms or other means tending to drive the seals from said islands; not to kill any female seal, or any seal less than one year old; not to kill any seal in the waters adjacent to said islands, or on the beaches, cliffs, or rocks where they haul up from the sea to remain."

Now this indenture, made this twenty-fifth day of March, eighteen hundred and seventy-four, by and between William A. Richardson, Secretary of the Treasury, in pursuance of an act of Congress approved March 24, 1874, and entitled "An act to amend an act to prevent the extermination of fur-bearing animals in Alaska, approved July first, eighteen hundred and seventy," and the said Alaska Commercial Company, lessees in said indenture of August third, eighteen hundred and seventy, acting by John F. Miller, its president and agent, in accordance with a resolution of said corporation, duly adopted at a meeting of its board of trustees held January 31, A. D. 1870, witnesseth that the parties hereto do hereby mutually agree to rescind and annul, from and after the ratification hereof, the within-recited covenant in said indenture of August third, eighteen hundred and seventy, and in place thereof the said Alaska Commercial Company, lessees as aforesaid, do hereby covenant and agree not to kill upon the island of Saint Paul more than ninety thousand fur-seals, and upon the island of Saint George not more than ten thousand fur-seals, per annum; not to kill any fur-seal upon the islands aforesaid in any other month except the months of June, July, August, (from the first to the fifteenth of said month,) September, and October of each year; not to kill such seals at any time by the use

of fire-arms or other means tending to drive the seals from said islands; not to kill any female seal, or any seal less than one year old; not to kill any seal in the waters adjacent to said islands, or on the beaches, cliffs, or rocks where they haul up from the sea to remain.

And the said parties hereto, by virtue of the act of Congress herein referred to, hereby agree that the covenant set forth in said indenture of August 3, 1870, and herein recited, shall, from and after the ratification of this indenture, be revoked and rescinded, and the covenant hereby entered into shall be and remain in force as the covenant of the parties hereto in this regard, from and after the ratification hereof, during the remainder of said lease of August third, eighteen hundred and seventy.

In witness whereof the said parties have hereto set their hands and seals, the day and year above written.

[L. S.]

WILLIAM A. RICHARDSON,  
*Secretary of the Treasury.*

[L. S.]

LEWIS GERSTLE,  
*Vice-President, Acting President Alaska Commercial Company.*

We, the obligors in a certain bond, dated August 3, 1870, given in accordance with the provisions of an act of Congress approved July 1, 1870, entitled "An act to prevent the extermination of fur-bearing animals in Alaska," hereby consent to the within change made in a lease given by the Secretary of the Treasury to the Alaska Commercial Company under said act, dated August 3, 1870, and agree that said change shall not discharge us from any liability under said bond.

Witness our hands and seals this twenty-fifth day of March, eighteen hundred and seventy-four.

JOHN PARROTT.  
LEWIS GERSTLE.

No. 115.

MARCH 26, 1874.

SIR: In accordance with the act approved March 24, 1874, I have, on behalf of the Department, executed an agreement with the Alaska Commercial Company, whereby that company may be permitted to take, during the coming season, on the island of Saint Paul, seals to the number of 90,000, and on the island of Saint George seals to the number of 10,000, the total number to be taken on both islands not to exceed 100,000.

You will also observe that, by the terms of said agreement, a copy of which is herewith inclosed for your information, the company have been granted from the 1st to the 15th of August, in which to take seals, in addition to the time specified in the lease.

The regulations heretofore in force governing your action in the premises will be observed with the changes indicated herein.

I have also to call your attention to the fact that Mr. H. M. Hutchinson, of the Alaska Commercial Company, has stated to the Department that some of the natives of said islands are in the habit of brewing quass from sugar, and thereby producing an intoxicating liquor, which is distributed among them.

If any such cases come within your knowledge, or you have reason to believe that any special natives are indulging in such practice, you will be careful to see that it is broken up, and that supplies to them of

sugar and other articles from which such quass can be brewed, are furnished in such limited quantities as to prevent a repetition of the practice.

I am, very respectfully,

WM. A. RICHARDSON,  
*Secretary.*

Capt. CHARLES BRYANT,  
*Special Agent United States Treasury Department,  
San Francisco, Cal.*

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No. 116.

CUSTOM-HOUSE, SAN FRANCISCO, CAL.,  
*Collector's Office, April 16, 1874.*

SIR: I have the honor to acknowledge the receipt of your letter of 25th ultimo, relative to the act approved March 24, 1874, conferring discretion on the Department to regulate the number of seals which may be killed on the islands of Saint Paul and Saint George, &c., inclosing an agreement which I am directed to have executed in duplicate by the proper officer of the Alaska Commercial Company, after which to deliver one copy to the company and return the other to the Department.

The agreement having been executed as directed, and all the sureties to the bond residing in San Francisco having signed the agreement indorsed on the contract, one copy has been delivered to the proper officer of the Alaska Commercial Company and the other is inclosed herewith. I have also delivered to Capt. Charles Bryant the instructions inclosed in your letter.

I am, very respectfully,

T. B. SHANNON,  
*Collector.*

Hon. W. A. RICHARDSON,  
*Secretary Treasury.*

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No. 117.

TREASURY DEPARTMENT,  
*Washington, D. C., May 4, 1874.*

SIR: In pursuance of the act of Congress entitled "An act to enable the Secretary of the Treasury to gather authentic information as to the condition and importance of the fur-trade in the Territory of Alaska," approved April 22, 1874, and under which you are appointed, you are hereby instructed to enter at once upon the duties required of you by the provisions of that act, a copy of which you will find inclosed for your official information and guidance.

You will therefore proceed to Port Townsend, Washington Territory, where you will join the United States revenue-cutter *Reliance*, Captain Baker in command, by June 1 proximo, that vessel having been designated to perform the service of conveying you and Lieut. Washburn Maynard, United States Navy, or such other officer as may be detailed by the Secretary of the Navy in the performance of the duties required by said act, to such places as it may be necessary and important for you to visit.

The nature of the instructions to Captain Baker you will find in a communication addressed to you of even date, which will be forwarded to you for your information.

You will observe that you are required to visit the various trading stations and Indian villages in the Territory of Alaska, the seal-islands, and the large islands to the north of them in Behring Sea, for the purpose of collecting and reporting to the Secretary of the Treasury all possible authentic information upon the present condition of the seal-fisheries of Alaska; the haunts and habits of the seal, and the preservation and extension of the fisheries as a source of revenue to the United States, together with like information respecting the fur-bearing animals generally, the statistics of the fur-trade, and the condition of the people or natives, especially those upon whom the successful prosecution of the fisheries and fur-trade is dependent.

It may be found impracticable to visit all the various trading-stations and Indian villages in the Territory of Alaska, but you should visit such of them as may be found at all important in collecting "all possible and authentic information" on the subject mentioned in the act.

Although not specially required by act to inquire and report whether the contracts as to the seal-fisheries have been complied with by the persons or company now in possession, and whether said contracts can be safely extended, you are instructed to carefully examine those subjects and report upon them distinctly and separately from your general report to the Department.

It having been officially reported to this Department by the collector of customs at Port Townsend, from Nee-ah Bay, that British vessels from Victoria cross over into American waters and engage in taking fur-seals, (which he represents are annually becoming more numerous on our immediate coast,) to the great injury of our sealers, both white and Indian, you will give such proper attention to the examination of the subject as its importance may seem to you, after careful inquiries, to demand, and with a view to a report to the Department of all facts ascertained.

In carrying out these instructions the Department relies upon your intelligence and experience to collect such authentic and reliable information as may prove of service to the Government in its future management of the interests involved; and while no limit is placed upon your expenses, they should be such only as may be actually necessary, keeping in view the important object of your mission.

Upon the completion of your investigations you will report in person at this Department, and prepare your reports, which it is desirable should be completed before the preparation of the next annual report of the Secretary of the Treasury, and before the meeting of Congress in December next.

Very respectfully,

F. A. SAWYER,  
*Acting Secretary.*

HENRY W. ELLIOTT, Esq.,  
*Special Agent, Cleveland, Ohio.*

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TREASURY DEPARTMENT,  
*Washington, D. C., May 4, 1874.*

SIR: I acknowledge the receipt of your communication of the 24th ultimo, requesting, in order that you may the more thoroughly carry

HENRY W. ELLIOTT, Esq.,  
Special Agent Treasury, Washington, D. C.

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No. 119.

TREASURY DEPARTMENT,  
*Washington, D. C., May 7, 1874.*

SIR: I inclose herewith a copy of an act approved April 22, 1874, entitled "An act to enable the Secretary of the Treasury to gather authentic information as to the condition and importance of the fur-trade in the Territory of Alaska."

Mr. H. W. Elliott has been appointed special agent, under the authority contained in this act, and the Secretary of the Navy has detailed Lieut. Washburn Maynard to go in connection with him, and to inquire into the relations of the Alaska Commercial Company with the Government, and whether the contracts as to the seal-fisheries have been complied with by said company, and whether said contract can be safely extended.

The United States revenue-cutter *Reliance* has been placed at their command, and it is probable that Lieutenant Maynard will remain at the seal-islands for the purpose of making the investigation required by the law, while Mr. Elliott will pursue his inquiries in regard to the other objects specified in the act, in the waters and islands adjacent to the seal-islands.

You are hereby requested to afford either or both of these gentlemen all the facilities necessary to make a thorough examination of the subject intrusted to them, placing the books and papers under your charge at their disposal; and you are also requested to see that proper accommodation and living are afforded them during their stay, they to pay the cost thereof.

It is probable that Lieutenant Maynard will return on the *Alexander* when she brings down her next cargo of skins.

I am, very respectfully,

F. A. SAWYER,  
*Acting Secretary.*

Capt. CHAS. BRYANT,  
*Special Agent.*

No. 120.

TREASURY DEPARTMENT,  
*Washington, D. C., May 7, 1874.*

SIR: Respectfully referring to the act of Congress approved April 22, 1874, entitled "An act to enable the Secretary of the Treasury to gather authentic information as to the condition and importance of the fur-trade in the Territory of Alaska," I have to say that, under the authority contained in that act, Mr. H. W. Elliott has been appointed to collect the information therein specified, and that the Secretary of the Navy has detailed Lieut. Washburn Maynard to accompany him. It will be seen that the naval officer detailed under the authority contained in this act is charged with the duty of inquiring into and reporting whether the contracts as to the seal-fisheries have been complied with by the persons or company now in possession, and whether said contracts can be safely extended.

The United States revenue-cutter *Reliance* has been placed at the disposal of these gentlemen, and it is expected that she will sail from San Francisco by the 1st of June; will land Lieutenant Maynard at the seal



islands, and proceed with Mr. Elliott to such places and waters as he may direct, for the purpose of making the investigation required of him.

I have to request that you issue such orders to the officers of your company located at said islands as will secure to either or both of these gentlemen the opportunity to examine, so far as may be necessary, the books and papers of your company, the mode of killing the seals and shipping them, and, generally, all subjects connected therewith, especially the question whether the contracts now existing between your company and the Government can be safely extended.

I am, very respectfully,

F. A. SAWYER.  
*Acting Secretary.*

H. M. HUTCHINSON, Esq.,  
*Of Alaska Commercial Company, Washington.*

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No. 121.

WASHINGTON, D. C., May 8, 1874.

SIR: I am in receipt of yours of the 7th instant, informing me that the Secretary of the Navy has detailed Lieut. Washburn Maynard to accompany Mr. W. W. Elliott in his expedition, authorized by the act of April 22, 1874, &c.

In reply, I beg to say that I have inclosed your letter to the Alaska Commercial Company, and that said company will afford every facility in their power to aid Lieutenant Maynard in making a thorough investigation of the management of its business, under its lease from the United States, in relation to faking fur-seals in Alaska, or on any other subject upon which the Government desires information.

The books and papers of the company relating to this business are open to the inspection of Lieutenant Maynard, or any officer detailed by the Government to examine them, at any and all times.

Very respectfully, your obedient servant,

H. M. HUTCHINSON.

Hon. F. A. SAWYER,  
*Acting Secretary of the Treasury.*

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No. 122.

TREASURY DEPARTMENT,  
Washington, D. C., May 9, 1874.

SIR: I have received from the collector of customs at San Francisco a contract prepared in this Department, which has been signed by myself, as Secretary of the Treasury, and by Lewis Gerstle, as vice-president of the Alaska Commercial Company, which was executed on the 25th of March, 1874, and is an agreement that the said company may kill 90,000 fur-seals upon the island of Saint Paul and 10,000 upon the island of Saint George.

It is necessary, however, to give validity to this contract, that the acting vice-president of the company should have authority from the company by a vote of the board of directors to execute this contract, and

I will thank you to procure and forward to this Office a formal ratification of the action of the vice-president in the matter.

I am, very respectfully,

WM. A. RICHARDSON,  
*Secretary.*

H. M. HUTCHINSON, Esq.,  
*Of Alaska Commercial Company, Washington, D. C.*



No. 123.

NAVY DEPARTMENT,  
*Washington, May 11, 1874.*

SIR: Referring to your letters of the 5th and 7th instant, with their respective inclosure, I have the honor to transmit herewith a copy of instructions, dated the 9th instant, given to Lieut. Washburn Maynard, who has been detailed under the act of April 22, 1874, to inquire, in connection with the special agent of the Treasury Department, into the condition of the seal-fisheries in Alaska.

Very respectfully, &c.,

GEO. M. ROBESON,  
*Secretary of the Navy.*

Hon. W. A. RICHARDSON,  
*Secretary of the Treasury.*

NAVY DEPARTMENT, *May 9, 1874.*

SIR: You are hereby detailed, in conformity with law, bill No. 2667, inclosed.

A copy of the original contract, made August 23, 1870, marked A; supplementary contract, dated March 25, 1874, marked B; letter from the Secretary of the Treasury of May 5, 1874, to this Department, and the appended instructions of Captain Baker, commanding United States revenue-cutter *Reliance*, and Henry W. Elliott, esq., marked C, are also inclosed for your instruction and guidance.

You will observe that the proviso through which your detail upon this duty is necessary, not only gives you the same duties as are given to the special agent, to be appointed by the Secretary of the Treasury, but also directs that you shall inquire and report whether the contracts as to the seal-fisheries have been complied with by the persons or company now in possession, and whether said contracts can be safely extended.

This latter duty being under your sole charge, you will consider it your special one, and will give it your careful and earnest attention, and consider the joint duties devolving upon the special agent of the Treasury and yourself as secondary with you to the main object of your inquiry, and requiring your personal attention, and report only so far as may be possible, without in any way interfering with a careful, full, and proper discharge of what has been specially assigned to you.

The provisions of the law do not design a joint report, but that the special agent of the Treasury Department should report to it, and that you should report to this Department, in accordance with the provisions of the law.

Great discretion will be required on your part to ascertain all the facts

desired, and arrive at the conclusions required in your report, and in avoiding all discussion and expression of opinion other than in an official form, for the purpose of guarding against misapprehensions and cavil.

The Department recommends a careful study and consideration of the delicate and responsible duties assigned you, and for this object the terms of the agreement and all of its stipulations will be borne in mind by you, and it desires that you will weigh well the testimony, of whatever sort, that may present itself or be presented in the discharge of your duties.

You will also keep the Department advised of your movements, both past and prospectively, as far as possible, and the particular subjects that have been engaging your attention; but it is not supposed, on so difficult a subject, that you will report until your investigations are ample, and that you will have the advantages derived from a sufficient experience.

Information of a maritime character, as obtained, will be forwarded, and especially such as will aid in the development of the cod and other sea fisheries, or whatever else that may tend to open new fields of employment, or to increase our maritime interests in those waters.

You will proceed, in obedience to these instructions, in such a manner as may be determined upon after conferring with Mr. Elliott, the special agent of the Treasury Department, and Captain Baker, commanding the revenue-cutter *Reliance*.

Very respectfully,

GEO. M. ROBESON,  
*Secretary of the Navy.*

Lient. WASHBURN MAYNARD,  
*United States Navy, San Francisco, Cal.*

P. S.—I inclose also a copy of a letter dated the 7th instant, from the Secretary of the Treasury, with its accompaniments.

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No. 124.

WASHINGTON, May 11, 1874.

SIR: I am in receipt of yours of the 9th instant, requiring the Alaska Commercial Company to forward to the Treasury Department its formal ratification, by a vote of directors, of the contract executed by its vice-president on the 25th of March, 1874, by which it is agreed that the said company may kill 90,000 fur-seals on the island of Saint Paul and 10,000 on the island of Saint George.

In reply, I have the honor to state that your communication has been forwarded to the Alaska Commercial Company, and that, at its regular annual meeting in June next, the ratification will be duly made and certified to the Treasury Department.

Very respectfully, your obedient servant,

H. M. HUTCHINSON.

Hon. W. A. RICHARDSON,  
*Secretary of the Treasury.*

No. 125.

WASHINGTON, D. C., June 20, 1874.

SIR: I have the honor to transmit copies of the following papers, viz:

First. A resolution of the board of directors of the Alaska Commercial Company, ratifying the agreement executed by Lewis Gerstle, esq., vice-president of the said company, with the Secretary of the Treasury, March 25, 1874, under the authority of the act approved March 24, 1874,

Second. A letter of instruction to H. W. McIntyre, agent of said company at Saint Paul and Saint George Islands, Alaska, directing him to afford all proper facilities and information to Professor Elliott and Lieutenant Maynard in their examination of the affairs of said company at said islands.

Third. A letter of instructions to the agents of said company in the Territory of Alaska, containing similar directions.

Very respectfully, your obedient servant,

H. M. HUTCHINSON.

Hon. B. H. BRISTOW,  
*Secretary of the Treasury.*

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*Resolutions of Alaska Commercial Company.*

Resolutions passed at the annual meeting of the stockholders of the Alaska Commercial Company, San Francisco, Cal., June 10, 1874.

Whereas a certain agreement was made and entered into, in writing, between William A. Richardson, Secretary of the Treasury of the United States, pursuant to an act of Congress approved March twenty-fourth, eighteen hundred and seventy-four, entitled "An act to amend an act to prevent the extermination of the fur-bearing animals in Alaska, approved July first, eighteen hundred and seventy," and this company, through Lewis Gerstle, vice-president and acting president, by authority of this company, which agreement bears date the twenty-fifth day of March, eighteen and seventy-four; and whereas the Treasury Department at Washington desire evidence of the authority of said Gerstle to execute said contract on behalf of this company: Therefore,

*Resolved*, That the acts and doings of said Gerstle in signing said contract on behalf of this company, and attaching thereto the corporate seal of this company, be, and the same is hereby, ratified, affirmed, and in all respects made valid, and that the said agreement shall, at all times and in all places, be taken and held to be the act and deed of this company.

*Resolved*, That the secretary of this company be, and is hereby, directed to make and certify, under the corporate seal of this company, a copy of these resolutions, and to forward the same to the honorable Secretary of the Treasury.

[SEAL.]

E. NEWMAN,  
*Secretary Alaska Commercial Company.*

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SAN FRANCISCO, May 18, 1874.

DEAR SIR: In compliance with an act of Congress approved April 22, 1874, H. W. Elliott, esq., has been appointed for the purpose of gathering

authentic information as to the condition and importance of the fur-trade in the Territory of Alaska.

The honorable Secretary of the Navy, under the same authority, details Lient. Washburn Maynard to accompany Mr. Elliott to the seal-islands, to examine into and report whether the contract as to the seal-fisheries has been complied with by the persons or company now in possession, and whether said contract can safely be extended.

Anxious to furnish the Government with the most accurate and reliable information in reference to the subject above referred to, the board of directors of this company have authorized me to issue an open letter of instructions, directed to the agents at the different stations in Alaska, commanding that every possible facility shall be afforded to either or both of these gentlemen, and every information that they may desire in the discharge of their respective duties shall be given freely and without reserve.

In view of the foregoing facts, no further instructions are necessary on my part, and I wish simply to add that the fullest opportunity should be given for a thorough investigation of the company's affairs on both islands, not only in respect to the mode of killing the seals, and the shipment to this port from the date of our contract with the Government until now, but it is also desirable that you should permit either or both of these gentlemen to examine all the books and papers of the company, so far as it may be deemed necessary for a proper understanding of the question under consideration.

Very respectfully, yours,

LEWIS GERSTLE,  
*Vice-President.*

H. W. MCINTYRE, Esq.,  
*Agent of the Alaska Commercial Company,  
Saint Paul's Island, Alaska.*

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*To the Agents of the Alaska Commercial Company, Alaska :*

It affords me much pleasure to introduce to your acquaintance the bearer of this, Prof. H. W. Elliott, appointed by the Treasury Department in accordance with an act of Congress approved April 22, 1874, for the purpose of gathering authentic information as to the condition and importance of the fur-trade in the Territory of Alaska.

In order to enable Professor Elliott to report to the Department correctly in reference to the subjects above referred to, you are hereby authorized and instructed not only to afford Professor Elliott all the facilities in your power to the discharge of the duties assigned to him by the Treasury Department, but it is also expected that you will take special pains to furnish him with whatever information he may desire in connection with the fur-trade of your district.

Professor Elliott being also connected with the Smithsonian Institution at Washington, you are hereby authorized to permit him to select at his option any articles of curiosity that he may find among your stores, and should you be in possession of any particular kind of fur which he may deem of special interest for the purpose above indicated, you are hereby instructed to deliver the same to him.

Very respectfully, yours, &c.,

LEWIS GERSTLE,  
*Vice-President.*

No. 126.

TREASURY AGENT'S OFFICE,  
*Saint Paul's Island, May 24, 1874.*

To COLLECTOR OF CUSTOMS,  
*San Francisco, Cal.:*

I hereby certify that there have been this day shipped, on board the Alaska Commercial Company's steamer Alexander, for transshipment at Oualaska, 40,000 fur-seal skins, all of this year's catch.

CHARLES BRYANT,  
*Treasury Agent in charge Seal Islands.*

No. 127.

TREASURY AGENT'S OFFICE,  
*Saint Paul's Island, Alaska, August 7, 1874.*

To COLLECTOR OF CUSTOMS,  
*San Francisco, Cal.:*

I hereby certify that the Alaska Commercial Company have shipped, on board steamer Alexander, for San Francisco direct, 49,238 fur-seal skins, taken on this island this year. Said steamer has also on board 5,620 fur-seal skins shipped at Saint George Island, July 31, being the balance of this year's quota for this island.

CHARLES BRYANT,  
*Treasury Agent in charge Seal Islands.*

No. 128.

CUSTOM-HOUSE, SAN FRANCISCO, CAL.,  
*Collector's Office, November 16, 1874.*

SIR: I have the honor to transmit herewith inspector's returns of cargoes unladen from the American bark Cyane and steamer Alexander, discharged September 2 and 5, respectively, said cargoes consisting of 45,068 and 54,656 fur-seal skins; total, 99,742 of the catch of the year 1874.

I also inclose original certificate of deposit No. 927, by B. Davidson & Company, of San Francisco, for account of the Alaska Commercial Company, through A. Belmont & Company, with the assistant treasurer at New York, of the amount of \$261,822.75, being the tax on 99,742 skins.

I am, very respectfully,

T. B. SHANNON,  
*Collector.*

Hon. B. H. BRISTOW,  
*Secretary of the Treasury.*

No. 129.

TREASURY DEPARTMENT,  
*Washington, D. C., November 30, 1874.*

SIR: Respectfully referring to the letter of this Department addressed to you August 31, 1870, transmitting for the files of your office the lease and bond of the Alaska Commercial Company, under the act of July

1, 1870, I inclose herewith an agreement made between this Department and said company under an act of Congress approved March 24, 1874, and dated March 25, 1874, making certain changes in the conditions of said lease, and would request that said agreement may be placed on file in your office with the other papers above referred to.

I am, very respectfully,

B. H. BRISTOW,  
*Secretary.*

R. W. TAYLER,  
*First Comptroller.*

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No. 130.

ISLAND OF SAINT GEORGE, BEHRING SEA,  
*March 15, 1875.*

SIR: On the 1st of September last the natives reported that the crew of the otter-hunting schooner Cygnet were shooting seals from the deck of the vessel, as she lay at anchor in Zapadne Bay, five miles from the village. When a seal was killed they would lower a boat, take it on board, and, after skinning it, would throw the carcass overboard. I immediately sent a party of natives to watch the Cygnet, and ascertain, if possible, how many seals were killed, and also sent a letter to the captain of the vessel, informing him that his actions were illegal and that he must leave these shores at once. As there were no boats on the south side of the island, signals were made for a boat from the Cygnet to come ashore.

The next day the natives informed me that the signals were unanswered and that no communication was had with the vessel; that the crew had lowered two boats, and were killing seals in the water, under the cliff near the rookery, and that the seals were evidently very much alarmed, as they were leaving the breeding and hauling grounds, and were taking to the water in great numbers. A heavy sea was running on the north side of the island, and the breakers rendered it extremely hazardous to launch the whale-boat and sail around the island to Southwest Bay, and, as the natives are poor sailors, I did not deem it prudent to make the attempt. Still, I wished to give the captain of the vessel timely warning before proceeding to any harsh measures. (I had armed the natives, with the intention of repelling by force any attempts to kill seal on the rookeries or within rifle-shot of the shore, if the crew still persisted in doing so after the receipt of my letter by the captain.) I had the natives carry one of their bydarkies across the island to Zapadne and sent the letter before referred to, and also requested an interview with the captain on the beach, which he at once granted.

Captain Kimberly was very much astonished when informed that he was violating the laws of the United States; acknowledged that he had been killing seals, but maintained that the jurisdiction of the Government did not extend to the waters of Behring Sea, but only over the Pribyloff Islands. I informed him that the phraseology of the act approved July 1, 1870, was quite plain and there was no mistaking its meaning; that the second section of said act provides \* \* \* "that it shall be unlawful to kill any seal in the waters adjacent to said islands, or on the beaches, cliffs, or rocks where they haul up from the sea to remain; and any person who shall violate either of the provisions of this or the first section of this act shall be punished, on conviction

thereof, for each offense by a fine of not less than two hundred dollars nor more than one thousand dollars, or by imprisonment not exceeding six months, or by such fine and imprisonment both, at the discretion of the court having jurisdiction and taking cognizance of the offense; and all vessels, their tackle, apparel, and furniture, whose crew shall be found engaged in the violation of any of the provisions of this act, shall be forfeited to the United States."

He replied that, if that was the law, of course he had violated it, but had done so innocently; that he was engaged in otter-hunting, and had at that time two hundred skins on board; that he was looking for a kelp-patch to the west of the island, where he expected to find otter in abundance, and was only waiting for calm weather, so that he could hunt them in small boats, and that he had not fitted out for any purpose other than otter-hunting. In reply to the inquiry as to why he had not answered my signals and sent a boat ashore, he replied that he supposed they were made by the natives, prompted either by motives of trade or curiosity, and therefore paid no attention to them; had he known that they were made by white men he should have sent a boat ashore at once.

I informed Captain Kimberly that he must return to me the skins of all the seals he had killed and leave the shores of this island at once. The natives reported that he had killed thirty-four seals, but Captain Kimberly said that he had killed thirty-five, and would bring them ashore at once, which he did. These skins I salted and stored in the company's magazine at Zapadne, where I supposed they would be perfectly safe; but the foxes effected an entrance into the salt-house by digging under the floor and destroyed every one of them. It may be proper, however, to state that these skins were deemed stagey by the company's agent, or I should have turned them in to the company, to be included in this year's quota. The Cygnet left that same afternoon, September 2, 1874, and has not been seen in these waters since.

The captain's full name is Samuel Kimberly, and the second officer's Cannon; the latter was engaged in sealing on this island in 1868.

I am, very respectfully, yours,

WM. J. MCINTYRE,  
*Assistant Treasury Agent, Saint George, Alaska Ter.*

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No. 131.

TREASURY AGENT'S OFFICE,  
SAINT PAUL'S ISLAND, ALASKA.

May 12, 1875.

SIR: I have the honor to inform you of the arrival at this island, on the 10th ult., of the Alaska Commercial Company's steamer Alexander, 22 days from San Francisco, laden with supplies for the seal-islands, also bringing as passenger, Samuel Falconer, esq., assistant Treasury agent, returned from leave of absence, and reports here for assignment for duty. I have received no communication from the Department by mail, but learn from Mr. Falconer that Assistant Agent Teven had been relieved and another appointed in his place, and from his non-arrival must conclude he was detained on the road and failed to connect with the steamer, and may be expected to arrive here late in June. Assistant Agent Samuel Falconer will be again placed in charge of Saint George's Island, and no changes need be until the arrival of the newly-appointed agent.



I have received the letter granting leave of absence, to take effect at the close of the season, of which I shall avail myself, and would most respectfully request that the collector of customs at San Francisco be authorized to pay, on my vouchers, my salary from April 14th to August 31st, inclusive. This advance is necessary to enable me to settle my bill in San Francisco, and meet the expense of taking my family East.

I have had no communication with the island of Saint George since August last, as the steamer did not touch there on her way here, and as she will go to Onalaska from there on her way down, before she returns here, I am compelled to delay any report on that island until I receive the report of Assistant Agent William J. McIntyre, now in charge of that island.

As there will be no opportunity for the Department to again communicate with these islands before my return to Washington, when I shall file a detailed report, covering my six years' administration of these islands, I now only submit a brief statement of the occurrences since my last report, dated August 7, 1874. At that date the Alaska Commercial Company had finished taking seals for their skins, the number then taken being sufficient, when added to the skins of animals killed for food after the close of the last season, to fill the quota for 1874. There were taken for food after the close of the sealing season, from July 30 to December 30, 3,585 fur-seals. Of these skins, 626 were of no value, from the animals shedding their fur. The remainder, 2,959, were accepted and salted by the Alaska Commercial Company, to be counted as a part of the quota for the year 1875.

The past winter has been one of unprecedented mildness, the mean temperature of the months of November, December, January, and February all being above the freezing-point, while the lowest degree of cold occurred in March, the thermometer falling to 14 degrees above zero. Owing to the mild weather, the seals delayed their departure from the island much later than usual, considerable bodies of them remaining until February, and a few still lingered until March. The first seals returning the present season, landed the 5th of April, and they are now present in about the same condition as last year at this date.

A census, taken on January 1, shows the whole number of native population on the island to be two hundred and twenty-two, divided as follows:

	Males.	Females.
Children under five years .....	103	119
Between five and fifteen .....	8	17
Births during the year .....	17	28
Infants less than one year old living January 1, 1875 .....	5	9
Deaths during the year .....	3	7

These people are divided into sixty-four families, living in fifty-eight houses, forty-four of them built of wood and all above ground, and fourteen are turf huts, built partially in the ground. The past year twenty-one cottages have been built, and the church advanced as far as the material on the island permitted. This is the first year since I have had charge of the island in which the births have exceeded the deaths, and there is a marked improvement in the health of the population, partly due to the mild weather, but more to the advantages of improved houses and the facilities thus furnished for cleanliness, ventilation, and other comforts. The supplies have been abundant and the prices reasonable, except the article of coal. Had the winter proved severe there would have been some suffering. With the new houses this becomes one of

the greatest necessities, and arrangements are now made to secure the landing of an ample supply for the present year. The forty tons provided for distribution gratis by the lease was stored until January, when it was distributed proportionately to each family weekly, and the supply lasted until the end of March.

The school was commenced in the first week of October, and kept continually, except public and church holidays. The first months a very general attendance was secured, but with the commencement of the church holidays the attendance fell off, and it was difficult, without actual compulsion, to secure so great an attendance as was desirable. Mrs. C. P. Fish labored diligently and perseveringly to accomplish her task, and a few who have become attached to her have made good progress in reading, writing, and simple arithmetic. The strong prejudice that exists among some of the more bigoted against their children learning English, lest it should weaken their attachment to the Russian Church, prevents a cordial action on the part of many.

In regard to the suppression of the making of beer or quass, from fermenting sugar and flour together, some progress has been made, and there has been less drunkenness than in any former year. During the month of September berries were very plentiful. With their juice, fermented with sugar, the evil became so serious that I found it necessary to restrict the sale of sugar to four ounces per week for each person, and this sufficed to check the evil. This regulation was maintained until the berrying season had passed, when, on the promise of better behavior, the former ration was restored of one half-pound weekly to each person. But with this allowance some save theirs until sufficient is accumulated to brew a quantity, and then the consequence is they drink it secretly until drunk and make a disturbance, and I find their quass and destroy it.

The civil government of the natives has been administered by their own chiefs, or tyores, as they are called. There are three of these, who exercise both the judicial and executive functions, and I have always made it a point not to interpose my authority in their private affairs unless necessary, and have only had two cases where interference was necessary to sustain the authority of the chief. Good order and quiet have been maintained and all misdemeanors known have been punished. No serious acts occurred, and only a few cases of petty theft occurred.

On the morning of August 20, a schooner was reported approaching the island from eastward. Supposing it to be a vessel belonging to the Alaska Commercial Company, a flag was set to indicate the point of landing; but when near the southeast point of the island she kept away and ran down toward Otter Island, about eight miles distant, and lowered a boat that pulled to the landing. Lest the seals should be disturbed I took one of the chiefs and boat and started for the island. Before reaching it the vessel took up her boat and stood to westward. On landing I found no appearance of the seals being disturbed. The vessel still steering to westward, at 3 o'clock I returned to the village of Saint Paul's. As soon as I had returned, the vessel changed her course and returned to the Otter Island again; and at dark was near the east point of the island. Men were stationed on the rookeries to prevent any disturbance there. At daylight the schooner pressed near the reef and along the southwest shore, heading to north, passed out of sight behind the island. A messenger sent to observe her movements returned at noon and reported the vessel going around the island to north-east. The vessel, after rounding the northeast point, steered to eastward, passing out of sight.

On the evening of the 29th of August some natives who had been

out fishing came in at dark and reported a schooner at anchor behind Otter Island, and that boats were moving about, and that they heard reports of guns and saw smoke, as if they were shooting seals. Kerek Bootrin, the first chief, volunteered to take a boat and go and see about the truth of the report. Mr. Benj. G. McIntyre accompanied them, and from him and the chief gathered the following statement: The boat arrived at the island half past 11, and, on crossing to the other side, saw the schooner at anchor under a high bluff, completely concealing her from view from Saint Paul's Island. In the morning, as soon as it was sufficiently light, they launched their boat, and, pulling around the island, came on the schooner by surprise. Before she could get under way they were on board. It proved to be the schooner *Oygnet*, of Santa Barbara, Cal.; Kemberly, master. He was evidently much disturbed by being boarded so unexpectedly. The captain said he was hunting for sea-otters, and had taken one hundred and sixty pelts near the island of Saronake. There were the carcasses of two fur-seals hanging in the rigging, and the pelts lying on deck. Captain Kemberly said he had captured them in the water for fresh food for some Kolah Indians in his crew. The boats were stained with blood, as if recently used. Captain Kemberly explained that they did not usually clean their boats until the end of the season. In the mean time the vessel had got under way, and the boat's crew were informed that they must leave or go to sea with them. Captain Kemberly stated that the vessel had been at anchor thirty-six hours when boarded by the boat. No doubt could be entertained that they were taking seals by shooting them in the water. The boat landed and examined the shore by daylight, and found no seals had been killed there; then returned to Saint Paul's village.

Sea-Otter Island is a small, rocky island, about eight miles distant from Saint Paul's. It is one-half mile long and half that in breadth. Its ends and further side are perpendicular cliffs, against which the sea breaks, and afford no foot-hold for landing. Its other side faces Saint Paul's and slopes from the center gently to the shore. Here is the only boat-landing; any object the size of a vessel can be seen from the hill in the rear of the village. Should this attempt be repeated, it will be necessary to put a party on it to prevent its injury by disturbing the seals. As it is only a rock, without any reliable supply of fresh water, it will be necessary to have a large boat for the purpose of carrying supplies there. This island has no breeding-rookery on it, but in the months of August and September five or six thousand seals resort there to rest and play on its outlying rocks and ledges.

I have the honor to remain,

CHARLES BRYANT,

*Treasury Agent in charge Seal Islands.*

Hon. B. H. BRISTOW,

*Secretary of the Treasury.*

#### ST. PAUL'S ISLAND.

I herewith inclose an affidavit sworn before me by Benjamin G. McIntyre on September 10th, that it may be of service should any proceeding be instituted.

CHARLES BRYANT,

*Treasury Agent in charge Seal Islands.*

*Affidavit.*

## ST. PAUL'S ISLAND,

*Alaska Territory, ss :*

Personally appeared before me, Charles Bryant, special agent of the Treasury Department, under the act of Congress approved March 5, 1872, B. G. McIntyre, who, on being duly sworn, deposes and says :

I am agent of the Alaska Commercial Company, in charge of said company's business at Saint Paul's Island, Alaska.

That on the 19th day of August, A. D. 1874, the schooner *Cygnat*, of Santa Barbara, Captain Kemberly, appeared off said island.

That on the attempt being made by Capt. Charles Bryant, special Treasury agent in charge of the seal islands, to board said vessel, she stood away, after she had lowered her boat.

That said schooner sailed around the island on the night of the 19th of August, 1874, and disappeared on the 20th of that month.

That on the 29th day of said month, said vessel was again discovered by the natives of said island, at anchor behind the bluffs of Otter Island, where she was engaged, as they believe, in unlawfully shooting fur-seals in the water near said Otter Island.

That on the night of the 29th of said month, deponent went to Otter Island, under cover of darkness, where he hid until daybreak on the morning of the 30th of said month, when, by pulling alongside said vessel suddenly, he surprised her crew and boarded her.

That he saw on board said vessel the carcasses of several fur-seals, and which were admitted to be such by the captain of said vessel.

That the said Captain Kemberly informed deponent that he had on board the skins of several fur-seals caught in the waters about the seal islands of Alaska, and requested deponent to inform the special Treasury agent in charge of the seal islands that he intended to keep said skins.

That said Captain Kemberly informed deponent that he had endeavored to avoid seeing any person from the islands.

That on different occasions deponent saw several shots fired from the deck of said vessel, and saw the boat lowered and something taken on board which he believed to have been fur-seals unlawfully shot and killed in the waters adjacent to the seal islands.

B. G. MCINTYRE.

Done at my office on Saint Paul's Island, this 10th day of September, A. D. 1874.

CHARLES BRYANT,

*Special Treasury Agent in charge of the Seal Islands.*

## No. 132.

## ISLAND OF SAINT GEORGE,

*Behring Sea, May 20, 1875.*

SIR : The steamer *Alexander* arrived here on the 8th of August last, on her way to San Francisco, and brought me your letter of instructions for the winter.

About the middle of August last I punished three natives for drinking "quass." I then informed all the natives that it was the intention of the Government to break up the practice of brewing and drinking "quass" on these islands, and that it must be discontinued in the future. This was the first as well as the last instance of "quass" having been made or drunkenness observed during the winter ; the natives have been sober, steady, and industrious, and have conducted themselves upon all occasions in the most exemplary manner. I watched them so closely that they could not make "quass" and escape detection.

There has been a great deal of sickness on the island during the past winter. At one time it seemed as if every one in the village was down with sickness. From the 8th of August up to the date of this report there have been nine deaths and only four births. Among the deaths three were grown people and the remainder were children.

Only one accident occurred during the winter, and that was occasioned

through carelessness in handling a gun, the charge of which passed through the native's hand, necessitating amputation at the wrist.

The bull-seals commenced to haul up on the 5th instant, and on the following day I called in all fire-arms and forbade any person going near the breeding-rookeries.

Two thousand four hundred and ninety fur-seals were killed for food; of this number 205 were accepted by the company, to be included in the quota of 1875; of the remaining, 2,100 were pups and the rest stagey.

The school has been kept open in accordance with law; the average daily attendance was eleven, and the progress of the scholars has been very flattering.

I have had the Government house thoroughly, cleaned, papered, and painted both inside and out with two coats; the inside I painted white and the outside a very pretty brown, with white trimmings. I have also painted the fence a light brown. In the fall I banked the foundations up to the woodwork. A new floor is necessary for the office and large rooms; the old floor is badly worn, and has shrunk a great deal, and I have to request that you authorize me to put down a new floor during the fall or winter; a new stove is also wanted, and a new carpet and double bedstead; these are the only additional improvements necessary at present. I considered the repairs made this spring absolutely necessary for the proper preservation of the property.

The following is the meteorological record for the twelve months ending April, 1875:

Months.	Average monthly temperature.	Months.	Average monthly temperature.
May.....	40.22 above zero.	November.....	42.20 above zero.
June.....	33.2 above zero.	December.....	47.9 above zero.
July.....	36.11 above zero.	January.....	49.7 above zero.
August.....	37.3 above zero.	February.....	52.9 above zero.
September.....	32.26 above zero.	March.....	49. above zero.
October.....	32.26 above zero.	April.....	40. above zero.

I inclose a separate report concerning the killing of fur-seals by the crew of the otter-hunting schooner *Cygnat*, September, with affidavit.

I respectfully request to be furnished with a copy of the lease and all acts of Congress pertaining to the seal-islands, and any other information pertinent thereto.

In accordance with your instructions, I have turned over all Government property to Assistant Treasury Agent Samuel Falconer, who arrived here on the 15th instant.

At the close of the sealing season of 1875, I shall make a report concerning the breeding and hauling grounds, the approximate strength of the rookeries, and the mode of selecting killing seals; I will then be able to verify my figures made this spring, and take advantage of the information acquired during the past year.

While in charge of this island I have seen that the natives were protected in all their rights, and that the spirit of the act and lease was carried out in every particular.

I am, very respectfully, yours,

WM. J. MCINTYRE,  
Special Agent, Saint George.

No. 133.

TREASURY AGENT'S OFFICE,  
*Saint Paul's Island, A. T., May 26, 1875.*

SIR: I herewith transmit to the Department a letter, with accompanying affidavit, received from Assistant Treasury Agent Wm. J. McIntyre, concerning the killing of fur-seals unlawfully by the officers and crew of the schooner *Cygnét*, near the island of Saint George, during the month of September of the year 1874. The letter will explain the whole proceedings, and the promptness and energy with which said Assistant Agent Wm. J. McIntyre acted was very commendable. This is the same vessel mentioned in my report of May 12 ultimo, and I have since learned said vessel has since been to the port of Victoria, British Columbia, and sold her furs, and refitted for another cruise on these waters this coming season. Every precaution will be taken to prevent any killing of seals by the officers or crew of said vessel, or to seize her, if possible, in the act.

I have the honor to remain, with respect,

CHARLES BRYANT,  
*Treasury Agent in charge Seal-Islands.*

HON. B. H. BRISTOW,  
*Secretary Treasury.*

[Affidavit of Zecar Oustigoff.]

Personally appeared before me, Wm. J. McIntyre, assistant Treasury agent United States, (appointed under the act of March 5, 1872,) at Saint George Island, A. T., this fifth day of September, A. D. one thousand eight hundred and seventy-four, Zecar Ostigoff, who, upon being duly sworn, deposes and says:

That on the first and second days of September, A. D. one thousand eight hundred and seventy-four, I saw the crew of the schooner *Cygnét*, as she lay at anchor a quarter of a mile, or thereabouts, from the shore of said island of Saint George, A. T., shoot and kill fur-seals from the deck of said vessel, and skin said seals on board; that the said crew did also shoot fur-seals in the water under the cliff, about five hundred yards or thereabouts from the shore of said island; and that, to the best of my knowledge and belief, thirty-four fur-seals were killed at the times and in the manner before specified.

That fur-seal skins, to the number of thirty-five, were, on the said second day of September, A. D. one thousand eight hundred and seventy-four, returned to Wm. J. McIntyre, the Government officer on said island, and that I, by the direction of said Wm. J. McIntyre, did assist in the counting and salting of said skins in the salt-house of the Alaska Commercial Company, at Saint George Island, A. T., on the date last mentioned; and, further, that the said thirty-five fur-seal skins were killed by parties other than the Alaska Commercial Company, and without their consent, or the consent of the Government of the United States.

ZECAR OUSTIGOFF.

In testimony whereof, I subscribe my hand and seal on the said fifth day of September, A. D. one thousand eight hundred and seventy-four.

WM. J. MCINTYRE, [L. s.]  
*Assistant Treasury Agent, U. S. Treasury Department.*

TREASURY AGENT'S OFFICE,  
*Saint Paul's Island, May 28, 1875.*

SIR: I have the honor to submit the following report on the affairs of Saint George Island. The steamer, when driven from her anchorage here on the 14th instant, proceeded to Saint George, where, finding landing impracticable at the village, it went round on the opposite side, and, after landing Assistant Agent Samuel Falconer and Mr. George F. Adams, subagent for the Alaska Commercial Company, the steamer proceeded to Onalaska with the freight for Saint George on board.

Returning thence she arrived at Saint George on the 24th instant, and, after discharging the portion of freight for that station, again left for this island, arriving here on the morning of the 25th. The steamer brought as passengers Father Inocent Shisenekoff, arch-priest of the Russo-Greek Church for this district of Aleutian and seal-islands; also Paul Shisenekoff, a former resident of this island, who has been to San Francisco to be ordained as a resident priest here; also Zachar Shisenekoff and family, former residents here, who have been living at Onalaska. All these are to reside here except the arch-priest, who will return to Onalaska after performing the necessary ceremonies for installing his brother as pastor over the church here. Also five native laborers to do the labor outside, while the natives here are employed in taking seals; one carpenter from Onalaska, to take the place of the one who now returns to San Francisco.

By this vessel, I am in receipt of the report of William J. McIntyre, assistant Treasury agent, who has had charge of Saint George Island during the absence of Assistant Agent Samuel Falconer. A duplicate copy of this report is herewith inclosed. It will be seen by this report that he has, *without authority*, incurred a bill for labor and materials for painting and refitting the Treasury agent's house and the fence around it of over one hundred and seven dollars. The vouchers for this bill, together with the pay-roll, have been forwarded for my approval. I have examined these, and find the prices reasonable and just, and have approved them, and they will be presented to the collector of customs at San Francisco, and I have to request that they be authorized to be paid.

As this bill is nearly double my estimates for this purpose, as asked for in my report dated August 7, 1874, I can but think more has been done and greater expense incurred than the exigency of the circumstances demanded. It will be seen, also, that he asked for authority to put down a new floor and purchase a new stove and carpet and double bed. As both houses were built at the same time and furnished alike, with the exception of the bed, (the officer then in charge preferring a spring-bed to a mattress,) and these articles here in this house scarcely half worn, I must consider that the necessity is not so great for their renewal as to justify my giving authority to purchase new ones without waiting the pleasure of the Department, though it requires a year to do so.

I shall visit Saint George as soon as the newly-appointed assistant arrives. To do so now, and leave this place for a month without an officer, would be detrimental to the Government interests.

From the general tenor of the report it would appear that the affairs of the island had been very ably administered, but I regret to have to state that I have information from other sources going to show that Assistant Agent McIntyre has been guilty of unwarranted harshness in his treatment of the natives.

Gregor Kolichieff, the second chief of Saint George Island, is here in charge of the working-party of eleven men.

Last evening, said Kolichieff, accompanied by Keprian Makoolieff, Nicholi Ostigoff, Zahar Ostigoff, and Berese Gallanisu, came before me and made the following charges: It would appear that Keprian Makoolieff has a son named Esan, a boy about eight years old, and that, instead of sending him to the English school kept by Mr. McIntyre himself for the Alaska Commercial Company, his father sent him to study with aforementioned Kolichieff and learn Prussian. In November, when the boy's father was away from home, Mr. McIntyre went to said Kolichieff's house and forbid his teaching the boy Prussian, and ordered him to send the boy to the school kept by himself. Kolichieff said he had no right to send the boy, as he was not the boy's father, whereupon Mr. McIntyre took the boy to the school-house and locked him in to keep him in all night, as a punishment for not coming to school. The boy, not being used to such treatment, escaped through the window in the night and fled to Zapaduez, a place on the opposite side of the island, distant five miles, where the father was gathering drift-wood. In the morning, Mr. McIntyre sent Zahar Oustigoff to order the father to bring the boy home, and immediately on their arrival, he, Mr. McIntyre, attempted to seize the boy, but the father would not let him. He, Mr. McIntyre, returned to his own house, got a pistol and pair of handcuffs, and again returned to the native's house for the purpose of punishing both father and son. Upon seeing this, the native, fearing for his life, fled from his house with only his pants and shirt, and in this condition hid himself in the cliffs at the east end of the island, where the people found him on the third day after, so exhausted by cold and hunger that they had to carry him home on their backs. When they arrived there, the doctor took charge of him. On the fourth day after, he, Mr. McIntyre, took him from his house, put handcuffs on, and lodged him in the cellar of the company's house, a very cold, damp place, and kept him four days on bread and water, and during all this time the son had been confined in a dark closet in the company's house, and kept on bread and water.

All agree in the truth of this statement, and say they never experienced such treatment from the Prussians, and they all unite in asking me to remove him. They say they are afraid of their lives, and if he is to remain on the island they all wish to leave it. All the former residents say that the said Keprian Makoolieff is a very quiet, inoffensive man, and gave no occasion for such treatment, and made no effort in self-defense.

They also complain that on assuming charge of the island, he (Mr. McIntyre) took from their chief the Prussian translation of the act of Congress reducing the quota of skins for their island, with the necessary instructions I had given in relation to coming over here to help take seals, and told them he should govern them in his own way. This paper was of no real value to them, but they have a great reverence for a written document, and I find they considered this one as their guarantee for the right to come to this island and help seal and share in the benefit of it.

And so thoroughly assured do they feel of his unfitness for the position, that, were it practicable, I should ask his immediate removal.

I shall order Mr. Falconer here on the next trip of the steamer, that I may go there and investigate these matters.

CHARLES BRYANT,  
*Treasury Agent in charge Seal Islands.*

Hon. B. H. BRISTOW,  
*Secretary of the Treasury.*



TREASURY AGENT'S OFFICE, SAINT PAUL'S ISLAND,  
May 27, 1875.

SIR: Learning there had been some questions raised at the custom-house on account of shipments of fur-seal skins from these islands, under certificates dated prior to June 1st, the legal time for commencing the sealing, I desire to offer the following explanation: It has been the rule of the Alaska Commercial Company to kill and ship the number of skins a little short of the full quota, and wait until the count at the island is verified by the count of the custom-officers on their arrival at San Francisco; when this deficiency is known, it is made up from the skins of seals killed subsequently for food for the natives; and the surplus then remaining in the salt-house is, on the first of June, transferred to the Alaska Commercial Company, to be counted as a part of the quota for the ensuing year.

The Alaska Commercial Company had taken the desired number for the quota on the 17th of July, 1874; the skins of seals killed for food since that date remain in the salt-houses, and as it is very desirable for said company's vessels, after discharging their heavy cargoes here in the spring, to have these skins for ballast in returning, and no possible injury can accrue to the interest of the Government, these skins on hand have been shipped as per certificate inclosed.

Yours, respectfully,

CHARLES BRYANT,  
*Treasury Agent in charge Seal Islands.*

Hon. THOMAS SHANNON,  
*Collector of Customs for San Francisco, Cal.*

TREASURY AGENT'S OFFICE, SAINT PAUL'S ISLAND,  
May 28, 1875.

I hereby certify that the Alaska Commercial Company have this day shipped on board steamer Alexander, from this island, three thousand eight hundred and fifty-six (3,856) fur-seal skins, being the skins of seals taken for native food from July 18th, 1874, to this date.

CHARLES BRYANT,  
*Treasury Agent in charge Seal Islands.*

No. 135.

5294.]

WAR DEPARTMENT,  
*Washington City, June 23, 1875.*

SIR: I have the honor to inclose copy of communication from the commanding officer Sitka, Alaska, dated the 19th April last, relative to the importation into the Territory of Alaska of breech-loading rifles and ammunition, by the Alaska Commercial Company, for sale to Indians; and inviting your attention to the copies of accompanying papers, and to the suggestions of the commanding general Military Division of the Pacific, I beg to request that measures may be taken, if legal and proper, to carry out the suggestions of General Schofield.

Very respectfully, your obedient servant,

WM. W. BELKNAP,  
*Secretary of War.*

The Hon. SECRETARY OF THE TREASURY.

HEADQUARTERS., SITKA, ALASKA,  
April 19, 1875.

I wish to call attention to the fact, credibly reported to me by a former employé of the Alaska Commercial Company of San Francisco, that large quantities of modern breech-loading rifles, and ammunition for the same, are being imported into this Territory by the above-named company for sale to Indians. I have noticed a few Henry rifles in the hands of the Sitkins, who say they got them from the Northern Indians. There would be little trouble in keeping the upper hand of the Alaskan Indians as long as the Hudson's Bay musket is their only arm, but with their intelligence, and power to concentrate rapidly by canoe navigation, would render them very formidable with such arms of precision and power. Their villages are built of large timber houses, in many instances as capable of defense as a scientifically-constructed block-house. These Indians have heretofore refused to buy breech-loading arms, preferring the old flint-lock musket, because of the difficulty they had to procure the proper ammunition, or even percussion-caps. Now, however, they eagerly seek breech-loaders, and offer large prices for them, which is conclusive proof to me that the ammunition difficulty has been solved to their satisfaction. I respectfully suggest that it would be well to renew the executive restriction to the importation of such arms and ammunition, or at least to regulate it in some way. It is now left to the military authorities to regulate the sale. In this connection I will say that no such arms are sold this side of Yacutat Bay I believe. The Alaska Commercial Company is free and unrestricted in all their operations on account of the great distance of its scene of operations, and takes good care to keep its agencies, stores, and factors as far as possible from military authority. They pay for a monopoly of Saint Paul's and Saint George's Islands, but they have spread themselves all over Northern Alaska, and have a trading scheme upon the Yucon River. Some idea of the extent of their operations may be judged from the following list of stations occupied by them upon the islands and main-lands of this country. The same authority who gives information concerning the arms, tells me that the company's vessels bring large amounts of liquor into the country for sale to Indians, and that at almost all of their posts the distillation of spirits is carried on.

They have stores or traders' stations at—  
 Fort Etches, on Heuchenbrook Island.  
 Constantine, on Heuchenbrook Island.  
 Elena or Helena, on Heuchenbrook Island.  
 Alexandroosk, on English Harbor.  
 Fort Kenay, or Kenai, }  
 Saint George. }  
 Kuqek, on Kunk river.  
 Shushitua, on river of same name  
 Iliamanua, on river of same name.  
 Katmaq, or Katmai, on Katmai Bay.  
 Fort Kodiak, or Saint Paul.  
 Bemkooskoia.  
 Unga-ila, on Ounga Island.  
 Delarov, on Ounga Island.  
 Omimak, or Unimai, on island of same name.  
 Ougashink, on Soulima River.  
 Sourvoroff, or Pugalusk, on Makuck River.  
 Alexander, mouth of Nushagak River.  
 Kijunok, on river of same name.

Michaelooski, Nortors Sound.  
 Tshitschayoff Harbor, Attow Island, (great supply depot.)  
 Ounalashka, or Ileoluk, Ounalashka Island—  
 and in places on Atkha Island.

I am, sir, very respectfully, your obedient servant,

J. B. CAMPBELL,

*Captain Fourth Artillery, commanding.*

ASSISTANT ADJUTANT GENERAL,

*Headquarters Department of the Columbia, Portland, Oregon.*

[1st indorsement.]

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,

*Portland, Oregon, April 30, 1875.*

Respectfully forwarded to the Assistant Adjutant-General Military Division of the Pacific, it being understood the alleged shipments are made from San Francisco.

The recommendation for a renewal of the executive restriction to the importation of arms and ammunition into the Territory of Alaska is concurred in.

A copy of this communication has been retained to be submitted to the department commander for his information.

In the absence of the department commander,

H. CLAY WOOD,

*Assistant Adjutant-General.*

[2d indorsement.]

HEADQUARTERS MILITARY DIVISION PACIFIC,

*San Francisco, May 7, 1875.*

Respectfully referred to Lieut. Col. R. Jones, A. I. G., who will please ascertain the facts as to shipment of modern arms and ammunition from this city to Alaska.

By order of Major-General Schofield.

J. C. KELTON,

*Lieut. Col., A. A. G.*

[3d indorsement.]

INSPECTOR-GENERAL'S OFFICE,

MILITARY DIVISION PACIFIC,

*San Francisco, Cal., May 13, 1875.*

The records of the custom-house show that during the past twelve months large shipments of arms, ammunition, powder, and lead have been made from this city to the waters of Alaska, but from the bonds required of shippers engaged in this traffic the number of breech-loading rifles shipped would appear to be very small, and of the number actually shipped the Alaska Commercial Company can be credited with but a small proportion.

If General Miller, president of the company, were in town, I think I might ascertain the exact number shipped, and also the quantity of ammunition, by his company; as, however, I cannot communicate with him before leaving for Camp Wright, I have thought it best to return this communication with the meager information above set forth.

Respectfully submitted.

R. JONES,

*Lieut. Col., A. I. G.*

[4th indorsement.]

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC,  
*San Francisco, May 26, 1875.*

Respectfully forwarded to the Adjutant-General, (through headquarters of the Army,) requesting an executive order prohibiting the importation of arms and ammunition into the Territory of Alaska, except upon permits granted by the commanding general Military Division of the Pacific or the commanding general Department of the Columbia, the same as in the case of spirituous liquors; the purpose being to allow the Alaska Indians to procure necessary supplies of ordinary muzzle-loading rifles for hunting, but to prevent, as far as possible, their being supplied with breech-loaders and metallic cartridges.

Under existing Treasury regulation fire-arms, including breech-loaders with cartridges, are imported into Alaska by the Alaska Commercial Company and private traders, before the military authorities are authorized to interfere in regard to their disposal. But as these arms are never shipped to Sitka, the only military station in Alaska, there virtually exists free trade with the Indians of that Territory in such arms as they will receive.

The number of breech-loaders shipped is not known, as there exists here no supervision over the matter at all. It appears probable, from the manifests at the collector's office, that private traders ship arms as hardware to avoid giving the required bonds.

Shipments by the Commercial Company embrace rifles with cartridges; it is inferred, therefore, that these rifles were breech-loaders. It will soon be a serious matter for the military, and may be an expensive one for the General Government, if this traffic has been long carried on, and to any extent, and must be a complete bar to any exploration in or settlement of the Territory.

I earnestly request, therefore, that it be ascertained just what arms have been shipped to and disposed of in Alaska, in order that the military may know what they have to contend against, and that henceforth no importation of arms and ammunition into Alaska be allowed, except as permitted by the military authorities.

In connection with the traffic with Indians in fire-arms and liquors in Alaska, I think it will be found that there is absolute need of a revenue-vessel being permanently stationed in the waters of that Territory.

J. M. SCHOFIELD,  
*Major-General.*

[Inclosures.]

CUSTOM-HOUSE, SAN FRANCISCO, CAL.,  
*Collector's Office, May 20, 1875.*

DEAR SIR: In reply to your note of inquiry relative to executive restrictions upon the importation of arms and ammunition, particularly breech-loading rifles, into the Territory of Alaska, I respectfully transmit herewith copy of the President's proclamation of date February 4, 1870, issued under and in pursuance of authority vested in him by the second and fourth sections of the act of Congress, approved July 23, 1868, from which you will perceive that no restriction is placed thereby upon the importation of fire-arms and ammunition into Alaska, except into the islands of Saint Paul and Saint George. This order is still in force, and all vessels clearing from this port for either of said islands with arms on board are simply required to give bond that said arms will not be landed upon either of the islands mentioned.

I know of no subsequent act of Congress or proclamation placing any restrictions upon importations of fire-arms to any other portion of the Territory.

I am, very respectfully,

A. B. SHANNON,  
*Collector.*

Major-General SCHOFIELD,  
*United States Army.*

TREASURY DEPARTMENT,  
February 8, 1870.

The attention of collectors and other officers of the customs is directed to the following Executive order:

EXECUTIVE MANSION,  
Washington, D. C., February 4, 1870.

Under and in pursuance of the authority vested in me by the provisions of the second section of the act of Congress approved on the 27th day of July, 1866, entitled "An act to extend the laws of the United States relating to customs, commerce, and navigation over the territory ceded to the United States by Russia, to establish a collection-district therein, and for other purposes," the importation of distilled spirits into and within the district of Alaska is hereby prohibited, and the importation and use of fire-arms and ammunition into and within the islands of Saint Paul and Saint George, in said district, are also hereby prohibited, under the pains and penalties of law.

U. S. GRANT,  
President.

In conformity with the foregoing order of the President, and to insure its faithful execution, collectors of customs are hereby instructed to refuse clearance to all vessels having on board distilled spirits for ports, places, or islands within the territory and collection-district of Alaska.

Vessels clearing for any port or place, intending to touch, trade, or pass within the waters of Alaska with distilled spirits, or fire-arms and ammunition on board, will be required to execute and deliver to the collector of customs at the port of clearance a good and sufficient bond in double the value of the articles so laden, conditioned that said spirits, or any part thereof, shall not be landed upon or disposed of within the Territory of Alaska, or that said arms and ammunition, or any part thereof, shall not be landed, disposed of, or used upon either the islands of Saint Paul or Saint George, in said district.

GEO. S. BOUTWELL,  
Secretary of the Treasury.

TREASURY DEPARTMENT, February 20, 1869.

The prohibition hitherto resting upon the importation of arms and ammunition into Alaska is hereby removed, subject, however, to such restrictions upon the disposal of the same when so imported as shall be imposed, (in regard to the disposal of the same when so imported) by the military authorities.

By order of the President.

H. McCULLOCH, Secretary.

Approved:

ANDREW JOHNSON, President.

Official copy:

J. F. HARTLEY, Assistant Secretary.

No. 136.

TREASURY AGENT'S OFFICE,  
Saint Paul's Island, Alaska Territory, July 8, 1875.

I hereby certify the Alaska Commercial Company have this day shipped, on board steamer Alexander, thirty-nine thousand and thirty-six (39,036) fur-seal skins for the quota of 1875.

CHARLES BRYANT,  
Treasury Agent, in charge Seal-Island.

No. 137.

(General Orders No. 72.)

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,  
Washington, July 20, 1875.

The following circular from the Treasury Department, relative to the importation of breech-loading rifles, and fixed ammunition suitable

therefor, into the Territory of Alaska, is published for the information of the Army:

TREASURY DEPARTMENT,  
Washington, D. C., July 3, 1875.

*To Collectors of Customs:*

The importation of breech-loading rifles, and fixed ammunition suitable therefor, into the Territory of Alaska, and the shipment of such rifles or ammunition to any port or place in the Territory of Alaska, are hereby forbidden; and collectors of customs are instructed to refuse clearance of any vessel having on board any such arms or ammunition destined for any port or place in said Territory. If, however, any vessel intends to touch or trade at a port in Alaska Territory, or to pass within the waters thereof, but shall be ultimately destined for some port or place not within the limits of said Territory, and shall have on board any such fire-arms or ammunition, the master or chief officer thereof will be required to execute and deliver to the collector of customs at the port of clearance a good and sufficient bond, with two sureties, in double the value of such merchandise, conditioned that such arms or ammunition, or any part thereof, shall not be landed or disposed of within the Territory of Alaska. Such bond shall be taken for such time as the collector shall deem proper, and may be satisfied upon proofs similar to those required to satisfy ordinary export bonds, showing that such arms have been landed at some foreign port; or, if such merchandise is landed at any port of the United States not within the limits of the Territory of Alaska, the bond may be satisfied upon production of a certificate to that effect from the collector of the port where it is so landed.

CHAS. F. CONANT,  
*Acting Secretary.*

Approved:

U. S. GRANT, *President.*

By order of the Secretary of War:

THOMAS M. VINCENT,  
*Assistant Adjutant-General.*

Official:

THOMAS M. VINCENT,  
*Assistant Adjutant-General.*

HON. SECRETARY OF THE TREASURY.

No. 138.

SPECIAL TREASURY AGENT'S OFFICE,  
*Saint Paul's Island, August 7, 1875.*

This certifies that the Alaska Commercial Company have this day shipped on board steamer Alexander, M. C. Erskine, master, forty-six thousand nine hundred and seventy-four (46,974) fur-seal skins of the catch of 1875; that said company have also shipped three thousand six hundred and sixty-two (3,662) fur-seal skins from Saint George Island of the catch of 1875, and that said steamer has on board five thousand three hundred and twenty-eight (5,328) fur-seal skins from Onalaska, covered by certificate of July 8, 1875.

Total number on board, 55,967 skins.

CHARLES BRYANT,  
*Treasury Agent, in charge Seal-Islands.*

No. 139.

WAR DEPARTMENT,  
Washington City, October 16, 1875.

SIR: I have the honor to inclose for your information copy of a detailed report from Gen. O. O. Howard, commanding Department of the Columbia, of a tour in Alaska in June, 1875.

Very respectfully, your obedient servant,

WM. W. BELKNAP.  
*Secretary of War.*

The Hon. SECRETARY OF THE TREASURY.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,  
Portland, Oreg., June 30, 1875.

SIR: As I contemplated in my letter to your Office, dated March 29, 1875, I left Portland for Alaska on the 2d instant, and proceeded by the way of the North Pacific Railroad, Puget Sound, and the steamer California, from Victoria.

THE STEAMERS BENICIA AND WOLCOTT—NANAIMO—COAL-MINES—INDIANS.

Hearing that the United States war-steamer Benicia was ordered to Alaska waters, I visited Captain Hopkins, her excellent commander, on board his vessel at Esquimaux. He then told me that his order northward had been countermanded, and that he should leave in a day or so for San Francisco. At Port Townsend I had gone on board the revenue-cutter Wolcott, Captain Scammon commanding. Though ill at the time, he assured me that he should set out soon for Alaska, probably Monday, the 7th instant. I was in hopes the Wolcott would reach Sitka in time to enable me to go to parts of Alaska which it is not practicable for the California to visit; but I was on my way back when she passed us in the night, near Wrangel. Being limited in the amount of fuel to burn and the number of knots allowed (six, I think) per hour, it took a long time for the Wolcott to make the voyage. I was much disappointed, for I had hoped this season to have seen more than I did of the inhabited portions of Alaska.

We spent the 5th at the English post Nanaimo, enabling me, with the officers of the court-martial accompanying me, to visit the extensive coal-mines there. Some idea of their extent may be gathered from the fact that from \$25,000 to \$30,000 per month are here paid, on an average, to the workmen, or disbursed in connection with the mines.

I made some observation on the condition of the Indians in this neighborhood. There are but few—not far from 200—mostly pretty well dressed, and having clean faces; no regular school; a small unimportant mission of the Methodists. In characteristics, like the Indians with Father Chirouse at Tulalip, and elsewhere on Puget Sound.

NATURE OF THE INLAND PASSAGE TO FORT WRANGEL.

The voyage from Nanaimo to Wrangel was exceedingly pleasant. The gulfs and sounds, not rough at this season, are connected by the straits and passes that seem like a succession of beautiful rivers. A wall of magnificent mountains, often from 2,000 to 3,000 feet in height, rises

on the right and left, covered with trees, and snow-crowned; cascades dropping hundreds of feet; streams coursing like silver threads down the mountain-sides; snow-slides and an occasional glacier; every such natural feature that travelers go far to see, here meets and delights the eye. Notwithstanding official reports and conversations with officers and voyagers to Alaska, I never before realized the fact of this beautiful, sheltered, and comparatively safe inland passage from Fort Townsend or any part of Puget Sound to Sitka. It is apparently not nearly as dangerous as the rapids of the Columbia, over which the steamers of the Oregon Steam Navigation Company are passing every day. But it requires steady care, such as is exercised by our indefatigable Captain Hayes and his pilot, Captain Hicks, to know when, where, and how to pass the swift currents of the several narrows.

#### INSPECTION OF FORT WRANGEL—SETTLEMENT WITH STICKEEN INDIANS.

By 2½ p. m., Tuesday, June 8, we were at anchor near Fort Wrangel. I first made a thorough inspection of the detachment and post. Lieut. John A. Lundeen, Fourth Artillery, is in command. He had with him Lieut. M. M. Macomb, Fourth Artillery, and twelve enlisted men. The stockade and buildings appeared in a fair state of preservation, and the condition and discipline of the command good. The garrison being small, he rents and occupies only a part of the stockade inclosure, so that he is necessarily more or less exposed to annoyance from people who are not connected with the Army. He reports successful attempts to manufacture strong drinks for sale to Indians and others near by, which, as yet, he has not had the facilities to reach and hinder. I authorized him to employ a canoe for this work, when the distance rendered it practicable. Major Campbell's vigorous administration has already had an evident effect in this part of Alaska to check and almost prevent the illegal traffic in spirituous liquors. As soon as the inspection was over, the Indians from the "ranches" (as their long rows of houses in plain sight are called) came with dejected looks to interview me. They fortunately had a prime interpreter, in Mr. Alexander Choquette, who speaks English and the Stickeen (Thlinket tongue) with equal readiness. The complaint was that we had taken away their chief, Fernandeste, by force; that our people (the accused prisoners, no doubt) had so frightened him as to the consequences of his detention and journey to Portland, that in terror he took his life; that his immediate relations were worried almost to madness by the sneers and gibes of other Indians, who said they were cowards because they did not have their "revenge" or "settlement."

I learned that under the influence of this passion and drink, an attempt had been made more than once to kill a white man, and that the promise of a "settlement" by me was what the Indians rested in. Now that I had come, they thought I would make it all right. They made several urgent requests, but finally settled on the condition of a "potlatch" of 100 blankets and the dead body of Fernandeste. Having already obtained the permission of the Secretary of War for the issue of blankets, and having the body of Fernandeste with us, (it having been disinterred at Astoria and put on board,) I deemed it the wisest plan to yield to their fervent entreaty, and gave the blankets and body. The whole appearance of the Stickeens changed. That night they gave us a characteristic dance of satisfaction, depicting in their rude way the departure, the suicide, and return of Fernandeste, our visit, and the settlement.



EXPEDITION UP THE STICKEEN—CUSTOM-HOUSE; ITS LOCATION—  
BOUNDARY-LINE IN DOUBT—GLACIERS, ETC.

The next day, by the courtesy of Captain Irving, the owner of the small river-steamer Glenora, having arranged to pay merely the extra expense of fuel, I took our party up the Stickeen River as far as the boundary between our territory and British Columbia. No building is yet erected for the custom-house. The place for the English custom-house officers' tents is supposed to be selected within the British line. Some of our shrewd frontiersmen say that it is not ten marine leagues from the sea, as it should be, there being really doubt as to the summit of the coast-range of mountains. I took a copy of the statement of the boundary-line as published in an English journal. (See paper attached, marked "A.") It seems now to an observer of little consequence among these rough mountains where the exact line of division really is; but remembering the trouble the settlement of the channel question gave us at Vancouver Island, I deem it of sufficient importance to recommend that the attention of the proper Department be called to the existing doubt not plainly settled by the treaty, that the line may be definitely fixed.

I obtained from a civil engineer, Mr. Wright, who journeyed with us up the river and guided us to the immense glacier and to the hot springs a few miles above the boundary, a recent sketch of the Stickeen River, drawn by himself, (copy attached, marked "B;")\* also an excellent topographical map, quite in detail, of British Columbia. The largest of the two glaciers that we saw appears about two and one-half miles in breadth, and is said to extend twenty-five or thirty miles back. It is evidently moving slowly toward the Stickeen, with its immense pile of *débris* of gravel, blocks of granite, and crushed rocks of all kinds along its front. The hot springs form a short confluent of the Stickeen, two miles above and on the opposite side of the river. They do not differ from other springs I have visited, except in the great abundance of the flow and in the great heat; the water being so hot as to scald the hand, at the sources.

SITKA—INSPECTION—REPAIRS—HOSPITAL.

We were back at Wrangel by 6 p. m., and were soon on the way to Sitka, by the outside. Here was the only part of the entire passage where there were any symptoms of sea-sickness among the passengers. We came to our anchorage at Sitka Thursday evening, June 10. At 9 a. m., Friday, I made my inspection. As every inspection has shown, the command was in fine condition. Many of the buildings, from long use, need repairs, but their police was excellent. The guard-house has been thoroughly renovated, the cells re-arranged and fixed for light and ventilation; it is the best, considered in all respects, that I have seen in this Department. I authorized some repairs and changes that were so urgent as to demand immediate attention; for example, the repair and extension of the stockade. As it appeared at my inspection, there was no real separation between the commanding officer's quarters and the Indian village. This was the cause of constant danger and annoyance, which will be prevented by the proposed stockade extension. Several of the buildings show rapid signs of decay. The flooring of the rampart surrounding the castle is so rotten that it is dangerous to step upon. The hospital-building is at an inconvenient distance from the

\*Inclosure marked "B" not received at headquarters Military Division Pacific, headquarters of the Army, nor in Adjutant-General's Office.

garrison, and the commanding officer urges a change to a building inside. I authorized the change, and suggested to Major Campbell, acting as Indian agent, to use the other building vacated for general asylum and hospital purposes. Since then, the protest of the medical department has been so strong, on sanitary grounds, that I have suspended the change till the subject can be again fairly considered.

#### COMPLAINTS.

Having been troubled by numerous newspaper charges concerning the present management of affairs at Sitka, I deemed it best to give those who are called citizens, consisting of Russians, Aleuts, half-breeds, American and foreign traders now residing in the town, the opportunity to see me apart from the officers of the garrison.

In keeping with this purpose, I met them by appointment at the house of the United States collector, Mr. Berry. Mr. Berry kindly briefed the complaints, which I subsequently carefully considered and acted upon, as will be seen by the memoranda attached, marked "C."

(NOTE.—The paper marked "C," as received at the Adjutant-General's Office, appears to be a duplicate of "A." The mistake probably occurred at department or division headquarters.)

#### POLICE REGULATIONS—GENERAL HOSPITAL—POWERS OF ACTING INDIAN AGENT.

The complaints did not prove to be of much importance; certainly not very grievous. To remedy the real ills of the complainants, most of whom are indigent people, I advised Major Campbell to introduce a few police regulations; establish a general hospital, and raise a small revenue, just sufficient to meet the necessities, and detail one of his humane officers to act in the capacity of a police judge. I did not order these things, because, as military commander, I wished to assume no doubtful powers, but am confident that the law under which Major Campbell will exercise jurisdiction as Indian agent, in an Indian country, will warrant his doing everything that humanity requires for the relief of a community, thus far, suffering from being within the limits of the United States, and yet absolutely without law.

#### GENERAL HALLECK'S INSTRUCTIONS—JUDGE DEADY'S DECISION—LEGISLATION RECOMMENDED.

The instruction from General Halleck, and transmitted from one commanding officer to another, did imply that the military government should be extended to the Alaska people till Congress should otherwise provide; but the late decision of the Hon. Judge Deady, United States district court, limiting military jurisdiction to the execution of the liquor-law, makes it necessary to be exceedingly cautious. I wish to renew my earnest recommendation that, by proper and speedy legislation, Alaska be attached as a county to Washington Territory, or in some other way be furnished with such a government as the treaty with Russia, in the transfer, plainly contemplated.

#### MINES AND TIMBER.

With a few gentlemen, I spent Saturday, June 12, in moving around and exploring Baranoff Island to the point where the road from the different mines emerges at the landing, distant, perhaps, twenty miles from Sitka. We ascended the mountain (for here it is nothing else but a wooded mountain) three miles. The first mine had been opened and a considerable quantity of rock thrown out, but was not now worked.

The second one, Stewart's, belonging to the Alaska Gold Mining Company, half a mile higher up, presented about the same condition; no one at work. There were evidences of a fair yield of silver and gold in several specimens that I examined. Some one or two miles farther up the mountain our party met half a dozen Sitka Indians carrying bags of quartz upon their backs down the fearful road from the upper or Francis mine. I was struck with the ease with which these muscular Indians carried enormous loads of broken stone, loads I could hardly lift from the ground. The mountain was covered with timber, hemlock, fir, and cedar, the hemlock prevailing.

A log building had been constructed at the second mine, (Stewart's,) of the celebrated Alaska cedar, of large size; yet here this timber was not very abundant. The ground *en route* was springy for the most part, covered with a soft soil, coated with mosses; at intervals in the ascent a shelving or slaty rock appeared. The trees, for the most part, are large and very high, often reaching two hundred feet, and the pathway obstructed by decaying logs of vast proportions, sometimes eight or ten feet through, crossed by steps cut in their sides. We traversed Silver Bay on our return; a water, narrow like a river, hemmed in by mountainous islands, and remarkable for its quiet surface, very clearly mirroring the rugged and lofty shores in its depths. The few glimpses at the islands here showed me how difficult a matter it is to prospect the country, but convinced me that, in time, patient exploring and prospecting would show more abundant mineral resources than the present few openings, made with so much labor and expense, lead those interested to believe to be in existence.

#### MORALITY AT SITKA—CIVILIANS—INDIANS.

Sunday, June 13, in the morning, I attended the Russian religious service, conducted according to the ritual of the Greek Church. The cathedral is undergoing repairs, so that the morning service was held at smaller rooms, at the priest's house. The ceremonial is impressive; men, women, and children stand or kneel during the exercises; little boys help in the singing, as in Catholic and some Episcopal churches; all attendants, perhaps one hundred people, mostly those who speak the Russian tongue, were neatly dressed and devoted in worship. I wish I could report that the morality of the priest and people was equal to their devotion. He is reported frequently for drunkenness, and among the people (perhaps not the worshipers) licentiousness, with dreadful consequences, prevails. There is no minister for the Lutheran chapel: a lay service was improvised at 11 a. m., of song, reading the Scriptures, and speaking, well attended by the garrison. In the evening, by special appointment, I addressed the people; the house was full; a portion of my remarks were translated into the Russian language. I tried to show a depressed people what I believed to be a sovereign remedy, that they themselves could apply, for the ills that afflicted them; but I could not fail to see that our Government has not carried out in good faith the treaty stipulations made at the time of the purchase of the Territory.

Good civil government, as well as religious and secular teaching, is nowhere in heathendom more needed than in Alaska; and yet up to the present there is none.

At 2 o'clock p. m. I met the Indians and had an interview with the chiefs and people. Sitka Jack was absent. He controls, at least, one-half of the households, (in each house there are usually a family and branches, sometimes numbering twenty or thirty people.) Anahootz, the chief who governs the rest, spoke at the meeting for the whole. He

first submits his recommendations from prominent officers, Russian and American, of sea and land. He is supported on right and left by an adopted father and a wealthy young Indian. Anahootz said, in substance:

"Ever since General J. C. Davis came here I have tried to live on terms of peace and good-will with the whites; nine of my people have been killed or wounded by white men long ago; *now* I have the best of feelings; recognize the fact that the present 'Boston Tyce' (commanding officer) was not responsible for the acts of those before him." (The first whites seen among the coast Indians were from Boston. They call all whites "Boston" men or women.) "No troubles now, for Major Campbell had a just way of punishing the Indians. My people never had trouble with the Russian authorities; but there had been difficulty under the five predecessors of Major Campbell; *now* surely the Indians had no cause of complaint. They do have hard feelings against some of the store-keepers here, who treat them like dogs. The price the Indians received for cutting wood was better when it sold for \$5 than now, when it sells for \$2. They are paid for labor with a little hard-tack or flour; and if they complain are kicked from the stores." Anahootz does not think his Indians go to British territory for blankets, but spend most of their money here at Sitka. Indians from other places certainly did this. "I object to payments in trade. My people are just beginning to arrive at what I have long desired: amity with the whites and with each other, under the protection of a good chief. I have had many battles in maintenance of this, and my people are just beginning to see that I am right." I spoke to him of the education of his children, as the best means of inducing mutual understanding, and of diffusing knowledge of our ways, and advised him to lay the subject before his people. He approves; has "spent sleepless nights thinking for the interest of his people. Wants a good teacher; will build him a school-house. A teacher once came, but did not stay." Then I addressed all the Indians, urging education and industry, and co-operation with their good chief. They heartily assented; hoped the traders would give them better pay, that they might be better dressed next time I came.

Here, as elsewhere, the Indians seemed to have abundance of food; they paint their faces (in part or in full) black, making them present often a hideous appearance. They seem generally well-disposed, and are learning to surrender the idea of revenge for the death of a friend. One prominent Indian (a hereditary chief, Anheka by name) brought me Major Tidball's written statement, that though his relative had been killed, he had acted rightly in the matter, and abstained from acts of revenge. People report that these people have no idea of chastity. I doubt the statement. It is as fair to infer from the practice of some white men here, that *they* have no just ideas of chastity. Surely they have not improved the Indians by their precept or their practice, though of course they know that adultery is forbidden by civil and divine law. The Indians seem gladly to conform to the marriage-law in the British territory, on Puget Sound, and in many other places, where they get a decent example.

#### VISITS TO SEVERAL INDIAN TRIBES—THE KOUTZNOUS—ADMIRALTY ISLAND—LAND, HOUSES, ETC.

Tuesday morning, June 14, the court-martial having adjourned, we proceeded northward by the steamer California, passing through Peril Straits. Here, as farther south, are narrow and deep passages of water

flanked by high, snow-crowned hills, covered with rocks and trees, and frequent cascades. We stop at the Koutznous Bay, row a small boat around a point four miles to the north, along Admiralty Island; in a pleasant little nook we come upon the Indian village. Here the island is comparatively low, has some open, cultivated land; potatoes are planted here like the celery in eastern gardens, and are said to do well; so also they may obtain a fair crop of turnips, cabbages, beets, and parsnips. The cleared land, not otherwise occupied, had on it good grass. This island is the one General Davis speaks of as better located for a post than Sitka. The Indians were like those at Sitka; seemed to be hearty and fat, living in the same sort of houses as the coast Indians generally in this northern country. The houses have a pitched roof, quite broad and flattish, one door under the gable, (of different shapes in different houses,) just big enough to crawl through. You generally ascend to it by a few steps. The frame is of very large beams, and the planking is always of large and thick material. I measured single planks four feet broad and six inches thick and sixty feet long. The houses, I judge, are generally sixty feet along the front, and eighty feet back. In the best of these there is a brick or paved square for hearth and fire, at the center, under an opening in the roof; around this square, a few feet back, a nice banquet terminated inward by a handsome single plank standing on edge, of three feet in breadth. This plank is often carved and colored, looking like the inside of the canoes. On the top of the banquet are usually a few small sleeping-rooms. Over the fire you notice pots, kettles, poles with salmon drying and smoking; skins, furs of different kinds, are thrown upon or against the banquet. I saw, too, curious square casks, water-proof, for the fish-oil; and well-made water-tight trunks, that the Indians use in their canoes on long voyages.

In one house we observed a very large-sized Indian, with finely-shaped head and high forehead. He was wounded in an Indian skirmish some years ago. His leg was fixed straight by props; his knee swollen to perhaps three times its natural size; his toe-nails, uncut, had grown long and pointed. He lay there on the floor with great patience. His wife seemed ill, and was moaning, apparently with great pain, at the door of a banquet-room.

The Koutznous treated us with much kindly attention, and told us they did not want Sullivan and his partner, who lived near by and ran a small schooner in and out, with liquor, to stay there. One woman and one man took their part, and chided the other Indians for telling us. These traders understand the game of getting them partially drunk in order to buy their furs, oil, &c., cheap. Sullivan, who is a decrepit old man, lost his partner by sickness and death before our return; and Major Campbell thinks Sullivan is too old and weak to do much more mischief. Thus far, attempts to catch him at his illicit trade have not been successful.

#### THE CHILCATS—SITKA-JACK—METEOROLITE—INDIANS FROM THE INTERIOR OF ALASKA.

Wednesday, the 16th, at daylight, we are anchored at the mouth of the Chilcat River. The strong, cold wind lashes up the waves, and everything appears wild and dreary. The Indians (Chilcats) are paddling around the steamer. They appear thin in flesh, but very tough and hardy; not so well clad as those at Sitka. In other respects, in language, size, and features, like them. Here Sitka-Jack, of whom I have spoken, with his canoe thoroughly manned with paddles, and carry-

ing a United States flag in the stern, comes up to us in style, and he is welcomed on board the California. He pilots our row-boat over the flats to the small Indian village four miles up the river; tells us that the main Chilcat ranches are some sixteen or eighteen miles farther up. The village we visit is under the shelter of an immense mountain. It is so similar to the Koutznous that I will not further notice it. Here I met an Indian woman from the interior. She said, and others confirmed it, that two days' rowing and walking brought them to a level and open country; that the Indians, speaking a different tongue from the Thlinket, (the Sitka language,) were very numerous there. We found here an enormous meteorolite, and tried to get it for the Smithsonian, but some prospector, now up the Chilcat, had engaged it, and the Indians were keeping it for him.

#### AWKS—THE CACHE.

Having passed in the night from Lynn's canal southward and to the east into the Stephens passage, I find myself, at 4 a. m., in sight of another Indian town. Choquette, the interpreter, and I start in a ship's boat for the town, skirting a rough, wooded shore to our left. Suddenly a small dog appears, barking and moaning; judging from this circumstance, I concluded the Indians had left. Going on shore we found the dog, poor, almost starving, watching an Indian cache in the edge of a wood. Afterward meeting a boat-load of these Indians, (the Aawks,) they told us there was not a single person in the town—all had gone off hunting and fishing with their canoes and temporary shelters.

The cache was made of logs, in a place not likely to be noticed; on top, certain curious racks were lying. These, Choquette says, the Indians use for making sugar.

When we are again on board, the steamer starts for the Tacon River, and reaches its mouth in a few hours. The Tacones are so like the other Indians in everything, that a separate notice is not necessary. The most of the tribe live up the Tacon, but have a small village at its mouth. We had here a pleasant example of a very old Indian, blind and feeble with age, being tenderly cared for by his children or grandchildren. Choquette says this kindness is not usual among these Indians.

#### SUMDUMS—ICEBERGS—GLACIERS.

We next pass the Sumdums. Just after noon we begin to encounter icebergs, very blue, some apparently as large as the ship. Several remarkable glaciers are working their slow way between the hills toward the strait; one glacier near the Sumdums is immense; extends from top of a mountain 2,500 feet high, to the foot; two or three hundred yards broad and narrowing near the base. The Sumdums live near it. The young chief, Foustchou, meets our boat at a half-way island. He is pleased that I get into his canoe and return to steamer, beating the steamer's boat. After an interview, he asks for a "paper" for himself and the old chief Harteshawk, who was left at the village. I give him one; Choquette reading its contents to him, in substance, that I had met him, putting in a strong word against the liquor-trade with his people, and some other sentiment desirable to leave with them. This was done with each chief. They esteem these "papers" highly, and I think, when they know the contents, they are influenced constantly by them.

## PRINCE FREDERICK SOUND.

Perhaps two hours before the sun touched the horizon, this 17th of June, we find ourselves in Prince Frederick's Sound. It may be twenty miles wide, shores irregular, calm and smooth as a mill-pond; mountains rising in the distance, of different shapes, like ghosts; glaciers, in the dimness and evening light, look like the mists and foam of Niagara. The islands and nearer shores are as clearly defined below the water as above. The steamer moves noiselessly toward Prevontet Island, whose distance is four times what it seems. The whole scene is indescribably grand and beautiful. Captain Hays thinks of the centennial anniversary of Bunker Hill; loads his only cannon stoutly, and fires—dipping his flag. The echo is remarkably loud and prolonged.

## THE CAKES—DIFFICULTY COMPLETELY SETTLED.

At 10 p. m. we pass, to our left, into a snug little bay named Saganaw. The Cakes, who live near at hand, had undertaken to revenge themselves for the killing of some of their number by the sad mistake of the officers of an armed vessel visiting the bay. The "avengers" were demanded of the tribe, and not being delivered, a gunboat was sent, and their village was destroyed. Either from timidity or hostility, these Cakes had kept aloof from our people ever since. Such is the story told me by the interpreter. As soon as we were at anchor, a Sitka Indian and child appeared in a canoe; by him I send for the chief; he soon appears and comes on board the steamer. He explains why he did not visit Major Campbell; he was warned against it by a Sitka woman; feared we were against him still, and that he would not be kindly treated; the next time he visited Sitka he would surely report himself to the commanding officer. This chief, a young man, was well dressed, and behaved with dignity, and showed good sense, and I believe has good intentions. The Cakes, such as we saw, appeared well, were pretty well clad and fed. I have not given the numbers of the different tribes, having no means of verifying those already on record. I have assumed their correctness. Some of the villages do not seem to have nearly as many as when the record was made.

## FORT TOUGASS.

During the night we returned to Koutznous and left Major Campbell, the little steamer *Rose* meeting us to take him back to Sitka. We now turn homeward, touching at Shakan and Wrangel. At Fort Tougass it was not safe to anchor in the narrow stream, so that we moved past slowly, that I might see the situation. The Indians communicated with us by canoes. A small tribe, not more than one hundred and thirty, live here, near the beach. Chief's name is Yah-Shute. A custom-house officer lives at the old fort.

## CONCERNING PORTIONS OF ALASKA NOT VISITED—EXTRACTS FROM MAJOR CAMPBELL'S REPORTS—FIRE-ARMS, LIQUOR, ETC.

Before closing my report I will present certain complaints and reports that have reached me, where there appears to have been improper administration or a "violation of law." Major Campbell has frequently reported that, through the "Alaska Commercial Company," arms of the modern type are being distributed to the Indians. He says, in report of July 17, just received:

With what are known as Hudson Bay muskets the Indians are comparatively harmless. It will be a very different thing, however, if they succeed in arming themselves with modern arms of precision and power. They are much more

intelligent than the Indians of the plains; good marksmen, and throughout the coast are united by a class or caste of warriors called Koch-wou-tons. This will enable them to concentrate in vast numbers.

After speaking of President Johnson's countermanding his executive order of August 2, 1868, by another of February 20, 1869, he continues

The result is that arms and ammunition are shipped to Kodiack and Unalaska, of any kind and in any quantity, and from there distributed among the various trading-posts of the Alaska Commercial Company, to be disposed of as they see fit.

I approve Maj. J. B. Campbell's suggestion, that if not practicable or expedient to compel the arms to be landed at Sitka, that the parties be required to apply for permission to ship through him or some other superior military authority. Other communications go to show that the breech-loading arms have reached even the Sitka Indians from the sources named.

#### REPORTS OF A CAPTAIN—THE MEASLES—LIQUOR MANUFACTURED—ARMS SOLD.

Major Campbell, in a letter of July 10, says:

A schooner arrived here the 1st of the month, from Kodiack. From the captain, who is a very well known and intelligent man, named Howard, and from Mr. Shearan, ex-deputy collector at Saint Paul, Kodiack, I learned that the measles had been very badly epidemic there; 515 natives and creoles died of the disease last winter. They tell me a liquor called "quass," made of hops, potatoes, sugar, and flour, is very extensively made in that locality. It is said to be very intoxicating. \* \* \* Mr. Sherman tells me that \$250,000 worth of furs (valuation there) are annually shipped from Kodiack, which is the fur-depot for the coast, from Sea-Otter Rocks and Onja Island to Nentchuok. He tells me he knew extensive distilling carried on at Ilyanna and Saint Nicholas; and that all whalers carry liquors to trade to the natives. He also says, a man named Redfield runs a bark from San Francisco to Petropulski, on the Asiatic side of Behring Sea, in conjunction with a man in San Francisco, that carries liquor almost exclusively. They clear for the Asiatic port, and then run across to this side with the liquor. He tells me that the ships of the Alaska Commercial Company clear direct for Unalaska and Saint Paul Island; that vast quantities of superior arms of all kinds are shipped in their vessels, bonded only not to land on the fur-seal islands of Saint Paul and Saint George; that they are landed at Unalaska, and thence distributed throughout Upper Alaska by means of the company's agencies and ports. The two members of the Icelandic commission that remained at Kodiack to observe the winter climate were passengers on the steamer for San Francisco. They told me that the country suited their people better than any other part of America they had seen; said Kodiack was a fine cattle-raising or sheep country; that herd-grass or timothy grows there luxuriantly, and is indigenous. \* \* \* I concluded, from my conversation with them and others on the schooner, that these people have been discouraged to the full extent of the fur company's ability.

Major Campbell urges that immigration thither be facilitated, saying:

Alaska will long be a source of trouble and expense to the General Government, until a sufficient number of industrious and honest people become inhabitants to enable them to form a government and take a permanent interest in the good order and welfare of society.

#### COMPLAINTS AGAINST THE ALASKA FUR COMPANY.

A citizen of long standing on this coast writes me:

That the fur company who have leased the seal business from the United States Government make millions of profit; and that their operations are concealed as much as possible; that vastly greater numbers are killed annually, more than their agreement allows, and that large amounts of hush-money are paid to keep the matter quiet.

In addition to this private letter and official report, I had, while in Alaska, a pamphlet put into my hands entitled "A history of the wrongs of Alaska." Deeming the subject of such great importance as to need a thorough investigation of the proper authorities, and that even complaints might become of official cognizance, I attach a copy to this re-



port. Of course I have not the means of judging of the truth or falsity of most of the statements therein contained; but do believe it to be a mistake, and a dangerous precedent, on the part of our Government, to give into the hands of any company, however benevolent in its intentions, so vast a monopoly. The subject comes to me directly in the performance of my military duty in the execution of laws and instructions concerning ardent spirits, the sale of arms to Indians, and other police measures.

After leaving Fort Tongass, the steamer anchored, about 10 a. m., (Sunday, June 20,) in the vicinity of Fort Simpson, B. C. All on board had the opportunity of going on shore and attending the service held with the Indians by the Rev. Mr. Crosby. The Indians here speak a different language, but are in other respects like those we had visited, in complexion, size, manner of building houses, and nature of subsistence. The noticeable contrast between these Indians, men, women, and children, and the others, was the cleanliness and order everywhere apparent. The whole population flocked to church, neatly dressed, and engaged in the services almost with unanimity.

The marriage relation is respected; fighting and drunkenness of rare occurrence; and all in consequence of simple and faithful teaching by the missionary here, and the missionary who has reached them indirectly from Mitlicatah, which is located eighteen miles south.

As the military authority is now held responsible for Indian affairs in Alaska, I have thought it best to make a full statement of my observations, with the hope that speedy legislation may be had to give to our Indians there, as well as others, already said to be in advance of others in point of intelligence, certainly as good opportunities in the way of government and instruction as those have in contiguous British territory.

We reached the dock at Portland Friday evening, the 25th of June. As I have already made a verbal report, and General Schofield has acceded to my recommendations of a military nature, I will not repeat.

I propose to embrace an account of my visit to Fort Klamath, the lava-beds and vicinity, in my annual report.

Very respectfully, your obedient servant,

O. O. HOWARD,  
*Brigadier-General Commanding.*

ASSISTANT-ADJUTANT GENERAL,  
HEADQUARTERS MILITARY DIVISION OF THE PACIFIC,  
*San Francisco, California.*

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[Enclosure marked "A."]

*The Northwest Boundary.*

The discovery of Cassiar has rendered the following information of value to the government and people of this province. Its publication at this period will probably prevent much apprehension and suspense on all sides.

Convention for the cession of Russian possessions in North America to the United States; concluded March 30, 1867. Ratification exchanged June 20, 1867. Proclaimed June 20, 1867.

ARTICLE I. His Majesty the Emperor of all the Russias agrees to cede to the United States by this convention, immediately upon the ratification thereof, all the territory and dominions now possessed by His Majesty on the continent of America and in the adjacent islands, the same being contained within the geographical limits herein set forth, to wit:

The eastern limit is the line of demarkation between the British possessions in North America as established by the convention between Russia and Great Britain, of Febru-

ary 25-16, 1825, and described in article 3d and 4th of said convention in the following terms: Commencing from the southernmost point of the island called the Prince of Wales Island, which point lies in the parallel of 54 degrees 40 minutes north latitude, and between the one hundred and thirty-first and one hundred and thirty-third degrees of west longitude, (meridian of Greenwich,) the said line shall ascend to the north along the channel called the Portland Channel as far as the point of the continent where it strikes the 56th degree of north latitude. From this last-mentioned point the line of demarkation shall follow the summit of the mountains situated parallel to the coast as far as the point of intersection of the 141st degree of west longitude, (of the same meridian,) and finally, from the said point of intersection, the said meridian line of the 141st degree, in its prolongation as far as the "Frozen Ocean."

4th. With reference to the line of demarkation laid down in the preceding articles, it is understood: 1st. That the island called the Prince of Wales Island shall belong wholly to Russia, (now, by this cession, to the United States.) 2d. That whenever the summit of the mountains which extend in a direction parallel to the coast from the 55th degree of north latitude to the point of intersection of the 141st degree of west longitude shall prove to be at the distance of more than ten marine leagues from the ocean, the limit between the British possessions and the line of coast which is to belong to Russia, as above mentioned, (that is to say, the limit to the possessions ceded by this convention,) shall be formed by a line parallel to the rounding of the coast, and which shall never exceed the distance of ten marine leagues therefrom.

OFFICE OF ALASKA COMMERCIAL COMPANY,  
No. 310 Sansouci Street, San Francisco, August 11, 1875.

Col. H. CLAY WOOD,

*A. A. G. Dept. Columbia, Portland, Oregon :*

SIR: I have the honor to acknowledge the receipt of your letter of the 4th instant, with inclosures, and on behalf of the company I beg to express our thanks for the courtesy of answering the inquiries made by us.

I take the liberty of inclosing herewith an application made to Captain Campbell, commanding at Sitka, for license, authorizing the company to continue its business at the place named therein, which I have to request you to subject to the examination of the general commanding the department, and, if found correct by him, and necessary to be made, I will thank you to forward it to its proper destination. It is supposed that the license mentioned in paragraph 3, of order 96, Sitka, July 12, 1875, is requisite in order that the company may continue its business, although that portion of your letter which says that "so long as the company and its agents and employes strictly comply with the provisions of the acts of Congress and the military orders relative to Alaska trade, the company will not be interfered with by military commanders," &c., &c. might with some propriety be regarded as a sufficient license. We do not suppose, however, that it was so intended; that it was meant rather to admonish the company that its business interests and trade are subject to the searching scrutiny and impartial supervision of the military authority. In this connection I beg to assure the general commanding that to all this the company makes no objection, but, on the contrary, rejoices that the new régime has been established.

When the general commanding comes to know that chiefly through the efforts of the managers of this company the act of March 3, 1873, was passed, which has made Alaska Indian country and brought it under military control, he will begin to appreciate the motive of the company and the struggle which it has maintained singly and without substantial aid from the Government to prevent the utter destruction alike of trade and Indians in Alaska by the traffic in spirituous liquors. In that part of Alaska where the company carries on its business it has been the only barrier to the nefarious and murderous traffic in whisky with the Indians, and much of the abuse and misrepresentation of this company, which has found its utterance in the public prints and anonymous pamphlets, has originated with the disappointed and thwarted liquor-traders in Alaska and their confederates in San Francisco.

This company has been, now is, and will continue to be, the vigilant and relentless and uncompromising enemy to the liquor-traffic in Alaska, and all its agencies and connections, and we are glad to know that the power of the Government, through its most reliable and effective Department, (for such purpose,) is to be exerted to protect the people of Alaska from the great enemy of the Indian race.

Very respectfully, yours,

JOHN F. MILLER,  
*President Alaska Commercial Company.*

Official copy respectfully furnished the assistant adjutant-general Military Division of the Pacific, to accompany my report of visit to Alaska Territory, dated June 30, 1875.

O. O. HOWARD,  
*Brigadier-General Commanding.*

[First indorsement.]

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC,  
*San Francisco, August 23, 1875.*

Respectfully forwarded to the Adjutant-General, (through headquarters of the Army,) in connection with General Howard's report of June 30, 1875, referred to within, forwarded from these headquarters August 21, 1875.

J. M. SCHOFIELD,  
*Major-General, U. S. A.*

## A HISTORY OF THE WRONGS OF ALASKA.—AN APPEAL TO THE PEOPLE AND PRESS OF AMERICA.

[Printed by order of the Anti-Monopoly Association of the Pacific coast, February, 1875.]

### AN APPEAL TO THE PEOPLE AND PRESS OF AMERICA.

SAN FRANCISCO, *January, 1875.*

Inasmuch as the hope of receiving redress of the Government has hitherto been disappointed, and all appeals to the same which have been made during the last six years in behalf of the cause, in which we now raise our voice again, have been left unheeded; and a flagrant stain on the honor of our free country, which could be wiped out by one word of the Congress of the United States, is suffered to exist—a monument of the shame of America—we now address ourselves to the people, in the heart of which love of freedom, patriotism, and justice still live, and to its mighty voice and champion, the Press, and appeal to them to take up this cause which ought to concern every citizen that loves his country. We speak of the serfdom of the civilized inhabitants of Saint George and Saint Paul islands in Alaska, and of the fur-seal monopoly that has been granted by the Government.

The wrong that has been done is so great, the violation of the principles of republicanism and the Constitution of the United States so flagrant, and the corruption that has been connected with this disgraceful affair so glaring, that were the circumstances as well known throughout America as they are to people on the Pacific coast, it would have been struck down long ago, and would have shared the fate of the *Credit Mobilier*.

We will therefore give briefly a history of the wrongs of Alaska, in which we will strictly adhere to the truth, avoid all exaggeration, and will be just to all; and in order that this history may be universally known, it will be sent in thousands of copies to all parts of the Union and to every leading paper in the United States.

## A HISTORY OF THE WRONGS OF ALASKA.

### THE RUSSO-AMERICAN COMPANY.

Alaska was discovered about a century ago by Russian fur-hunters, who, sailing east from the coast of Siberia, first came upon the Aleutian Archipelago, which they took possession of in the name of the Czar.

Having established themselves on these islands, and having thoroughly subjected and christianized the docile natives, they pushed farther east, found and explored the extensive coast of the main land, and, after many hard fights with the warlike tribes of these regions, established posts along the Behring's Sea and the North Pacific.

The Russian government had granted to these early adventurers special rights in regard to the countries which they had discovered for the Crown, and thus was the foundation laid of that tremendous concern, the Russo-American Company, that held undisputed sway over Alaska till it was purchased by the United States.

This company enjoyed, under the suffrage of the Emperor, the most positive power, and over half a century ruled the country with an iron rod, having absolute right over it, and everything in it, except the unexplored regions of the far interior, and the many tribes of free savages that recognize no master. The sole object of this company was the fur-trade, and as it was constantly fearful that the attention of the Russian government might be excited, it strictly forbade the search after minerals, allowed no enterprises except those connected with the fur-trade, stifled immediately any reports of discoveries, permitted no outsider to remain in the country, and guarded the latter with a jealousy equal to that of our Chinese neighbors. Of the imperial commissioners who were, from time to time, dispatched to this far-away piece of the Czar's dominions, several suddenly died on their way home through Siberia, while most of them were dealt with according to the American style, that is, they returned richer and happier men, and reported everything as desired. Finally the government at St. Petersburg became disgusted, and sold Alaska to the United States. The insurmountable barrier that had walled it in so long, fell on the day when

## THE STARS AND STRIPES

ascended that old flag-staff at Sitka, and the Territory was thrown wide open to every energetic individual. There now commenced a time such as had never been seen in Alaska before; vessel after vessel, laden with merchandise, left the Golden Gate, and shaped its course for the new acquisitions; trading and fishing stations arose everywhere on the coast; a fleet of gallant schooners cruised on the cod-banks; gold, copper, and coal were discovered at many localities, and the sails of American ships whitened every sound and bay. There was no doubt that Alaska was in a fair way of being developed, and all those engaged in the Territory were convinced of the fact. It was about this time when a party of capitalists proposed to stock the Alaska peninsula with sheep and cattle, when there was a plan of establishing a settlement of New England fishermen at Kiuai, and when an eastern firm made preparations for ship-building at Sitka.

But the people that had chanced their time and capital, and often enough their personal safety, in Alaska; that were preparing the way for civilization and development, and fondly believed themselves under the protection of a free and just Government, did not know that corruption stalked almost undisguised through the congressional halls at Washington; that the representatives of the people were ready for personal gain to violate the sacred principles of our Constitution, to ignore the rights of the people, and to pollute the fair name of America with an indelible stain. A cloud arose that nipped the beginning development of Alaska in the bud, and put an end to all enterprise except the fur-trade of one rich and powerful company.

Although our space is limited, we must go a little into details to make the circumstances fully comprehensible, and to show how the ruin of Alaska was wrought.

The Russo-American Company had at the time of the transfer the following property that had to be disposed of: A large number of ware, store, and dwelling houses at Sitka and Kodiak, and all their forts and stations on the islands and on the main-land; an enormous stock of goods, representing a capital in proportion, and a fleet of steamers and sailing-vessels. All this was to be sold, and Prince Maksoutof, former governor of Alaska and president of the company, was intrusted with the business.

He had not long to wait for a customer, for a number of capitalists of San Francisco had formed themselves into a trading company and hastened to make overtures to the Russian prince.

The concern that thus sprang into existence was the firm of

## HUTCHINSON, KOHL &amp; CO.

This company proposed to buy the whole property as it stood, ships, stations, and goods, and their offer was eagerly accepted by Maksoutof. What the arrangements were, what price was paid, has never leaked out, but it is known that everything was sold at a ruinous figure; that Hutchinson, Kohl & Co. cleared over \$500,000 on the transaction, and that Prince Maksoutof returned to Russia with a fortune. This, however, does not concern us or the public, but there was immediately inaugurated a system of suppression and high-handed outrages by Hutchinson, Kohl & Co., with the assistance of this Russian prince and by Federal officers which deserves our closest attention, while a number of fraudulent transactions showed that the new and powerful, but entirely unprincipled concern, was capable of any action, no matter how lawless and contemptible, to approach the object which it was aiming at, which was nothing less than the *monopolization of the entire Territory of Alaska*.

## INTIMIDATING THE NATIVES.

As soon as said sale between Hutchinson, Kohl & Co. and the Russo-American Company had been effected, the representatives of the former and Prince Maksoutof started on a tour along the coast of the territory, for the purpose of transferring the various stations and the property belonging thereto. Wherever they went, the prince, of whom they stood in mortal fear, announced to the natives that Hutchinson, Kohl & Co. had taken the place of the Russian Company; had the same absolute power; had complete jurisdiction over them, and that if they would dare to trade with any other parties they would be punished in the most severe manner.

Placards in the Russian language, which made known the decree of the prince, were hung up at all stations, and the Aleuts and ignorant Russians were threatened with imprisonment and corporal punishment if they would dare to break the commands.

These poor people, although they were Christians, and of average intelligence, of course thought all this was true, especially as American officers (to their shame be it said) used their official position and authority to furthermore intimidate these natives and represent to them Hutchinson, Kohl & Co. in the same manner as Maksoutof and his Russian officials had done.

The natives thus imposed upon were the civilized and Christian Aleuts and Creoles along the coast and on the Aleutian Islands, (for the spirited savages of the interior and the Alexander Archipelago cared as little for the prince as they did for Brigham

Young,) and so great was the terror that the former had been inspired with, that it was at first with the greatest difficulty, and at many places impossible, to induce them to trade with other parties, or, if so, only secretly and under cover of night.

#### CHEATING UNCLE SAM.

A little stroke of business was also indulged in by this happy combination of the princely Russian and those republican Americans, by which the Government of the United States was cheated out of a large amount of, then, very valuable property. The accounts of the Russian company being somewhat obscure to the Americans, Prince Maksoutof claimed nearly all the Government buildings as company's property, and delivered them to Hutchinson, Kohl & Co., and thus the Government had frequently to buy back what was already its rightful property.

These things happened during the years 1867 and 1868. It was also about this time that Hutchinson, Kohl & Co.'s steamer *Fideliter*, which was an English vessel, was fraudulently brought under the American flag, through the assistance of Collector Dodge, at Sitka, for which she has since been confiscated by the Government.

#### MAKING WAR UPON ENTERPRISE.

While Hutchinson, Kohl & Co. were thus ruling the Alents by false representations and tyrannical treatment, they also found means to severely annoy and often crush the other traders and fur companies that were also engaged in the territory. As the restless energies of most of these parties at once forbade all hope of driving them out of the field by fair means, unfair and corrupt ones were immediately resorted to, and it was principally through the assistance of the United States revenue officers that this was accomplished. Of course it is hard to prove that these officers were hired, but their favoritism was so undisguised, and the rewards, which they received for their services, so openly distributed, that there can be no doubt in this matter. The most zealous revenue officials, in the interest of Hutchinson, Kohl & Co., were W. S. Dodge, collector at Sitka; Samuel Falconer, acting-collector at Sitka, (afterward in the employ of Hutchinson, Kohl & Co.), Mr. H. H. McIntyre, special agent of the Treasury Department, (now general agent of Hutchinson, Kohl & Co., or the Alaska Commercial Company;) Wm. Kapus, collector of Sitka, (afterwards general agent of Hutchinson, Kohl & Co., or the Alaska Commercial Company;) General Miller, collector of San Francisco, (now president of the Alaska Commercial Company,) and several others.

In those days Sitka was the only port of entry in Alaska, and all vessels coming to the Territory had to enter and clear at that port before they could proceed on their voyage. There also existed a law prohibiting the introduction of liquors, arms, and ammunition into the country, (except under severe restrictions), making them articles of contraband; and there had been adopted, by the Secretary of the Treasury, a great number of special regulations in regard to Alaska, which were of the most impractical and conflicting nature, and seemed to have no other object than to throw obstacles in the way of the trade.

These circumstances now afforded the revenue-officers the most welcome opportunities to annoy whomsoever they pleased, and this they did with a vengeance.

#### FAVORITISM SHOWN TO HUTCHINSON, KOHL & CO.

While Hutchinson, Kohl & Co.'s vessels left San Francisco without difficulty, came to Sitka, entered, cleared, and departed without hindrance, without search, and without delay, the other parties had to undergo a perfect ordeal of tribulations before they got out of the clutches of these Federal officers. At San Francisco the trouble generally commenced, and, thanks to Collector Miller's kind efforts, it was connected with nearly as much trouble to clear a vessel for Alaska as if she had been suspected of being a pirate, intending to start on some filibustering expedition.

This was, however, nothing compared with the annoyances that commenced when the ships arrived at Sitka. Here they were often detained for days and weeks, without a shadow of a cause; vessels, of which there could not be the slightest doubt that they had, in every respect, complied with the revenue-laws, were searched from deck to keelson; lighters were hauled alongside and every package was taken out, and then, if nothing could be found against them, they were reluctantly allowed to reload their cargoes and depart. The more anxious these parties seemed to be to reach their trading-grounds, the longer were they generally kept at Sitka, the confusing revenue regulations serving the officers as ample excuse for their arbitrary measures.

But those that got off with delays and annoyances only, fared comparatively well, for a number of vessels were actually seized on the most flimsy pretext, and, in charge of revenue-officers, sent back to San Francisco. In every case, as soon as a hearing could be had, these vessels were released by the courts, but the voyages were broken up; enterprises had to be abandoned, and failures and ruin came over the owners and shareholders.

## ONE OF THE MOST NOTORIOUS CASES

is that of the ship *Cesarowitch*, which, on March 24, 1869, was seized by Collector Falconer, at Sitka, and was sent back to San Francisco in charge of a lieutenant of the revenue-cutter *Reliance*. She arrived in San Francisco April 18th; the case was heard in the district court on April 20th, and at once dismissed, and a few days later the good ship was again on her way to Alaska. The damage done to the owners by this little trick was estimated by outsiders at at least \$100,000, and the former commenced suit against the Government for double that amount. This little affair broke Mr. Falconer's back; he lost his position, but he at once received a profitable situation with Hutchinson, Kohl & Co., as a reward for his services.

The cases of the General Harney, the steamer John L. Stephens, the Lewis Perry, the Alaska, and other vessels, were all of a similar kind, and against none of them could a case be made out.

But while Hutchinson, Kohl & Co.'s ships went always scot free, it must not be supposed that their undisturbed holds never contained any of the contraband articles; on the contrary, arms, ammunition, and liquor reached their stations in abundance, and they openly flaunted in the faces of their rivals the advantages which they enjoyed.

Our space permits us not to refer to all cases and incidents which we have recorded in connection with these matters, but we will briefly relate one occurrence which particularly illustrates to what member of the firm of Hutchinson, Kohl & Co. stooped to injure those who traded in Alaska.

In the spring of 1868 the steamer *Constantine*, belonging to Hutchinson, Kohl & Co., sailed from Sitka to Victoria, carrying a number of passengers and some freight, among the latter several lots of furs belonging to traders at Sitka.

When the steamer reached Plumper Pass, not far from Victoria, she struck upon a rock and knocked a hole in her bottom, but sustained no serious damage, as she lay in a calm, river-like channel, high out of the water, and had settled down on the reef on an even keel and in an easy position. The passengers, some of whom were ladies, remained on board till assistance came from Victoria. The ship, too, was hauled off after a few days, and she was soon as good as ever.

But some of the members of Hutchinson, Kohl & Co., who had been on board, and who were now in Victoria, asserted that most of the freight, and especially the skins, which had a value of about \$3,000 to \$10,000, had been lost, and, in spite of numerous protests of the owners, asserted that nothing had been saved. Mr. D. Schirpsper, who had shipped a lot of fine skins, and who had come down on the *Constantine*, in vain appealed to Captain Kohl, Mr. Hutchinson, and Mr. Boscovitch, all members of the firm, and finally gave up all hope of recovering his property.

But one day when Mr. Schirpsper managed to get into the back yard of Mr. Boscovitch, who had a tobacco business at Victoria, he there discovered his casks and packages of furs, still having his name on them, stowed away under a shed. Mr. Schirpsper had Mr. Hutchinson immediately arrested, who had to give bonds to the amount of \$10,000; but he afterward concluded to have the case brought before the courts of San Francisco; but while he was on his way down, Boscovitch telegraphed to the company and they immediately settled with Mr. Martin, (partner of Mr. Schirpsper, in San Francisco,) who had heard of the wreck, but knew no details, for about one-quarter the value of the skins, and when Mr. Schirpsper himself arrived he found his way to justice cut off.

## A PROTECTIVE ASSOCIATION.

The traders and business men who were interested in Alaska, and who were thus beset on all sides, and had in vain sought redress from the Government, finally joined hands for mutual protection against the warfare that was carried on against them by Hutchinson, Kohl & Co., and their allies, the revenue-officers, and in 1869 formed "The Alaska Traders' Protective Association," Mr. C. J. Janson, president, which, on May 3d, organized, and adopted the following resolutions:

Whereas for more than a year past the commerce of Alaska, with its great natural wealth and resources, has been monopolized by one firm, to the prejudice of the public interests, and in manifest disregard and violation of the legal rights of the citizens of the United States, and especially of the merchants of San Francisco; and

Whereas the revenue-officers of the Federal Government in Alaska have persistently used, and still continue to use their power, authority, and influence to assist a monopoly, and to crush out and drive away from that Territory all other traders; and

Whereas the said firm, possessing a monopoly, favored by the revenue-officers, has been allowed to control the trade of Alaska, to the exclusion of all other traders; and

Whereas Treasury and custom-house regulations, and military orders, have been made and enforced, to destroy the public trade with Alaska by burdening it with enormous restrictions, impossible of observance, which said firm has been permitted and is still allowed to utterly disregard; and

Whereas the ships and steamers sent by merchants of San Francisco to Alaska, for the purpose of trade, have been repeatedly seized, and their cargoes confiscated, without due process of law, and in violation of law; and

Whereas merchants in Alaska, engaged in trade, have been illegally seized, imprisoned, and their property taken from them for the purpose of expelling them from the said Territory, thereby to leave the same under the control of said monopoly; and

Whereas the corruption of Government officers in Alaska, and the ignorance of the Government at Washington in reference to affairs in that Territory, are such that redress or protection from these quarters now seems hopeless; and

Whereas it seems impossible by individual action to exert any influence with the Government to secure justice and break down and destroy said monopoly: Therefore,

We, merchants and citizens of San Francisco, interested in the trade of Alaska, have formed and united ourselves into an association, to be called "The Alaska Traders' Protective Association," for the protection and enforcement of our rights in and to the trade of said Territory.

Adopted, San Francisco, May 3, 1869.

Then follows the constitution, which is of no interest.

Here the whole tale of lawlessness, violence, and corruption, that would have disgraced Mexico, is told in a few words; comment is unnecessary.

But it was to come

#### A GREAT DEAL WORSE THAN THAT,

and the public were soon to find out that this concern of Hutchinson, Kohl & Co.—that had trampled under foot everything that had the name of justice, fairness, and humanity; that had been the worst enemy of the new Territory—was to become the especial favorite of the Government; that for its sake the rights of American citizens were to be disregarded, and that for its sake the Constitution of the United States and the settled policy of our country were to be violated.

We will explain how this happened.

#### THE FUR-SEAL ISLANDS.

In the Behring Sea lie the two small islands Saint George and Saint Paul, which are inhabited each by a community of Christian and fully civilized Creoles and Aleuts. Of all the wealth in furs that the whole immense territory of Alaska produces, these two islands furnish over half; for here assemble every spring the precious fur-seals in countless numbers, haul up in immense rookeries on the shore for breeding purposes, and remain till late in autumn. These seals are very easily taken, as it is only necessary to drive a number of them inland, for a mile or two, and there kill them with clubs. It was natural that, as soon as the Territory was opened to the Americans, a number of companies should immediately dispatch their ships to these mines of wealth; and in 1868 we find Taylor & Bendel, Williams & Havens, Parrot & Co., Captain Morgan, Hutchinson, Kohl & Co., and others, having stations on these islands and energetically engaged in taking skins; and, strange as it may seem, in spite of the obstacles thrown into the way of the other parties, Hutchinson, Kohl & Co. were among the last that arrived; which shows with what energy the former were possessed.

This year, 1868, was a golden one for the inhabitants of Saint George and Saint Paul: the rival companies strove for their favor; every man, woman, and half-grown child found the most profitable employment; and the coveted luxuries of the Americans, as clothing and dresses, groceries, implements of all kinds, ornaments, musical instruments, &c., which these parties furnished them, as well as the treatment which they received and the liberty which they enjoyed, made their life happy and comfortable.

#### ATTEMPTING SPECIAL LEGISLATION.

But this was not to remain so long; the arch-enemies of Alaska were plotting to get these islands into their sole possession, and how well their deeply-laid plan succeeded has been shown by subsequent events. It became soon evident, already as early as 1868, that Hutchinson, Kohl & Co. not only controlled the revenue-officers in Alaska and the collector of the port of San Francisco, (who is now the president of the Alaska Commercial Company,) but that they had also gained a great influence at Washington: that deep games were being played in our national capital, and that the Executive and Treasury Departments, as well as Congress, were discriminating in favor of said concern.

The most shrewd and wily members of the company came to Washington, backed by unlimited funds to gorge the greedy vultures that hover around our seat of government, and immediately such shameless lobbying and intrigues were set in operation that even the old war-horses of the lobby were astounded. As if touched by magic, we see, suddenly, a number of Senators and members of the administration assume the championship for Hutchinson, Kohl & Co., and soon it was reported that the fur-seal islands were to be leased to them, to the exclusion of everybody else.

When the first rumor of the intended lease of said islands and their inhabitants to a mercantile firm got abroad, it was not believed that such a violation of the letter of

law and the spirit of our free country would be attempted. People knew that they were living in the United States of America and not in Turkey, and that a President stood at the head of the nation and not the Shah of Persia. But when the infamous scheme assumed more form, and when Senator Cole, of California, actually introduced his villainous bill in Congress, there arose an outcry against it so loud and distinct that any administration but that then at the helm at Washington would have heard and respected it.

## GENERAL OPPOSITION.

Not only was the matter daily discussed by the press and universally condemned, not only were the frauds, the corruption, and the misrule in Alaskan affairs again and again exposed and denounced in the most severe language, but all classes of citizens, especially on the Pacific coast, raised their voices against this gigantic scheme. The Chambers of Commerce of San Francisco and several eastern cities held special sessions and protested against it, and these, as well as the most influential merchants of San Francisco, repeatedly memorialized President Grant and Congress, and appealed to their sense of justice, their patriotism, and their duty.

## QUOTATIONS TAKEN FROM THE PRESS AND GENERAL PROTESTS.

We will quote a few of the expressions made in regard to this matter by California papers. In a long article headed "Monopolizing Alaska," in the Bulletin, January 23, 1869, we find:

"Hutchinson, Kohl & Co., having, however, secured for themselves, under a republican government, all the privileges enjoyed by a company that was one of the worst representatives of Russian serfdom," &c.

The Daily Herald, January 29, 1869, in speaking of Senator Cole's bill, says:

"The bill is utterly indefensible."

The Daily Morning Call, February 18, 1869, brings an article, headed "Gigantic scheme to monopolize the fur-trade of Alaska," from which we extract the following:

"The bill introduced by Mr. Cole, in the Senate of the United States, to prevent the extermination of fur-bearing animals in Alaska, embodies a scheme for the wholesale appropriation of all the resources of that region by a handful of capitalists, such as cannot but excite public indignation."

The Bulletin, February 25, says:

"Now, it is better that every fur-bearing seal in Alaska should be destroyed within the next twelve months than that such a monopoly as this, proposed in Congress, should ever be perpetuated in the new Territory."

From the Chronicle, January 29, 1869, we quote:

"The merchants of San Francisco, whose interest would suffer severely by the successful passage of the 'monopoly bill,' have concluded to memorialize Congress against its passage, and we have been shown the document, which bears the signatures of many of our most prominent commercial firms."

The Alta California, January 30, 1869, after having commented upon Hutchinson, Kohl & Co.'s doings in Alaska, continues:

"But a bolder step became necessary to protect them against the restless enterprise of American citizens, and accordingly they have applied to the Congress of the United States for such a charter."

And again, in the same article, we find:

"A proposition so monstrous has never been made to any Congress."

And again:

"These wretched Aleuts are handed over, body and soul, to the tender mercies of a single, grasping firm, to have and to hold in a worse than Russian serfdom, by the legitimate successors of the imperial monopoly which has just been routed out of its stronghold of power by the (nominal) dawning of republicanism in the hitherto benighted regions of the North."

And in a letter to the Bulletin, dated Washington, March 26, 1869, we find:

"For some time the pressure brought to bear on the House committee to induce favorable action on the Senate bill has been exceedingly heavy, and the efforts of the would-be monopolists have been of a nature so earnest and persistent as to excite surprise even among the *habitues* of the Capitol who were most accustomed to witness displays of desperate lobbying—surprise, however, which was dissipated when the magnitude of the coveted prize was placed in view."

While thus the press not only of California, but of the Eastern States as well, condemned this monstrous scheme, the Chamber of Commerce and the most influential citizens of San Francisco took the most active steps to prevent the passage of the bill. A memorial to Congress was prepared by San Francisco merchants, January 28, 1869, which reads as follows:

"We, the undersigned merchants of the city of San Francisco, California, specially interested in the trade of Alaska, and also interested for the honor of our country in the estimation of the civilized world, and anxious to save the inhabitants of Alaska



from a slavery inconsistent with our Federal Constitution, and opposed to a ruinous monopoly, destructive not only to the interests of trade, but obnoxious to our free institutions, do solemnly protest, in behalf not only of ourselves and of the Pacific coast, but of commerce, humanity, justice, and an enlightened public policy, against the passage of the bill now before the Congress of the United States, and introduced by Senator Cole, of this State, entitled 'An act to prevent the extermination of furbearing animals in Alaska, and to protect the inhabitants thereof.'

"We, in common with all the citizens of the Pacific coast, feel a deep interest in the newly-acquired Territory of Alaska, and see in its great natural resources a legitimate source of wealth to enterprising merchants and traders, and we are unwilling that the whole trade of this vast region should be monopolized by one firm, whose only claim to public consideration is the large fortune it has made in that Territory, and its persistent and too successful endeavors to discourage and destroy competition.

"While the helpless inhabitants of Alaska are unable to memorialize your honorable body for themselves, and plead in their own behalf, we, as a matter of justice and humanity, protest in their name against the attempt now being made through this bill to reduce them to a condition of vassalage to one company, from whom we believe they have already suffered much.

"All of which is respectfully submitted.

"Agapius Houcharenko, Taylor and Bendel, E. Tibbey, John Parrott, Lonis B. Parrott, Alsop and Co., W. H. Ennis, H. Cohen, S. Martin, Langley, Crowell & Co., A. S. Rosenbaum & Co., L. E. Heck and Co., Fordham and Jennings, Wellman, Peck and Co., Mitchler and Kessing, Irvine and Co., Wilmerding and Kellogg, A. Walker, L. N. Handy and Co., Pioneer American Fur Company, Smith and Kittredge, N. B. Edgerly and Co., Jacob Deith, Coffin and Patrick, Elisha Higgins, G. H. Collins, A. Crawford and Co., Charles Hare, Wright and Browne, L. W. Williams, W. B. Holcombe, George M. Josselyn, C. J. Hansen, Cox and Nichols, J. and J. Sprance, W. W. Dodge and Co., Lynde and Hongh, George Hughes, George L. Debrow, R. H. Waterman, L. H. Bonestell, B. H. Freeman, R. Pestein and Co., I. Shirpser, Samuel Adams, C. W. Hane, Wheelan & Co., Adolph Muller, F. H. Rosenbaum and Co., Frederic Clay, Dodge Bros. and Co., George W. Stewart and Co., James N. McCune, Fargo and Co., Josiah Staunford, L. L. Treadwell, Hobbs, Gilmore and Co., H. Liebes and Co., Pacific Fur Emporium, T. Bearward, W. O. Gray, Marsh, Pillsbury and Co., James K. Kelly, R. B. Swain & Co., E. A. Fargo.

"San Francisco, California, January 28, 1869."

Another memorial, to President Grant, which was prepared in June, and very extensively signed, contains still more urgent language. It reads:

*Memorial to the President of the United States, for the protection of the rights and interests of the people and Government of the United States in the Territory of Alaska, by merchants and citizens of the city of San Francisco, California.*

Your petitioners, merchants, bankers, and business men of the city of San Francisco, engaged or deeply interested in the trade of Alaska, and in its development, respectfully submit the following memorial for the consideration of the Executive of the United States, trusting that it will be favorably regarded and acted upon.

The condition of affairs in Alaska, from the time that Territory was ceded to the United States, has been, and still continues to be, highly prejudicial to the rights of the citizens of the Pacific coast, and especially of this city, interested in its commerce, and we deeply regret to say, disreputable to the United States revenue-officers in that Territory, and unfortunate for the true interests of our Government therein.

We will not weary you with lengthy details, but respectfully submit the following facts, of which we have been informed, and which we believe to be true. They are within the personal knowledge of some of our petitioners.

The trade of Alaska, or, at least, that portion of it which relates to the killing of seals and the acquisition of their skins, has been, from the first, controlled by the firm of Hutchinson, Kohl & Co., to the exclusion of other merchants and traders, who possess the same legal right in that Territory.

The said firm has been permitted to control the action of United States revenue-officers in Alaska, to secure its interests and break down and expel all competitors.

Mr. Samuel Falconer, special deputy collector at Sitka, is an agent of said firm. In confirmation of this statement we submit the following extract from the Alaska Herald, published in this city, of May 1, 1869:

"Hutchinson, Kohl & Co. imagine that all Russian America is their empire. A few weeks ago Mr. Falconer, the agent of this firm in Alaska, also deputy collector at Sitka, seized the schooners Alaska and Lewis Perry, not for the violation of the law, but to prevent these traders from doing business in their empire."

Nearly every sutler attached to the United States military posts in Alaska is an agent or employé of said firm. The six citizens permitted by law to remain upon the islands of Saint Paul and Saint George, a United States military reservation, are all connected

with said firm. Other officers of the Federal Government in Alaska, if not in the actual employ of said firm, are at least attached to it in interest by corrupt means.

The natural consequence of this deplorable condition of things is, that the said firm controls almost the whole revenue-service of this Government in Alaska, and that the revenue-officers use their power, authority, and influence, in many cases corruptly, to advance the interests of said firm, and crush out all competition, thereby leaving the whole trade of Alaska, or the most valuable portion of it, with said firm.

Said firm has been repeatedly permitted to openly violate or disregard the Treasury and custom-house regulations and military orders, affecting the trade of Alaska, while the same have been enforced against all others with undue rigor, in violation of their true spirit and intent. All but the agents and employes of said firm have been expelled from the United States military posts in Alaska.

Steamers and ships belonging to citizens of San Francisco, lawfully engaged in trade with Alaska, have been seized by United States revenue-officers, in said Territory, in the interests of said firm, and for its benefit, without due process of law, and in violation of law.

Even vessels attached to the revenue-service of the United States have been used by said firm for the transportation of its property, while the expense of the same was paid out of the public Treasury.

Upon the islands of Saint George and Saint Paul, said firm, through its agents in sutler-ships attached to the United States military posts, has been permitted to monopolize the trade in the fur-seals, only found on said islands, to the exclusion of all other citizens.

We respectfully submit, that the monopoly of the trade of Alaska, possessed by the said firm, is in violation of our laws, and of the spirit of our institutions, and is in gross violation and disregard of the rights of your petitioners, in common with all other citizens of the United States in said Territory, and that we feel deeply aggrieved thereby. We respectfully pray that such measures may be taken by this Government as will put an end to said monopoly, and admit all other citizens of the United States to equal rights and participation in the trade of Alaska.

We further submit that the natives of Alaska are ignorant of the United States laws and Treasury regulations for that Territory, because the same have not been published in their language—the Russian—which nearly all the Alaskans can read and write.

We respectfully recommend that the same be published in the Alaska Herald, a newspaper printed in the Russian and English languages in this city, in the Russian language, and also printed in that language for gratuitous distribution among the five thousand natives of Alaska, who, we are informed, can read. We further respectfully submit that said laws and regulations are not known and understood by the people on this coast, and respectfully recommend that the same be published in one or more of the public newspapers of this city.

Your petitioners pray that an investigation may be ordered, forthwith, into the administration of the revenue laws and regulations in Alaska, and that all officers in the employ of, or receiving pay from, said firm of Hutchinson, Kohl & Co. be forthwith discharged from the public service, and be succeeded by faithful and disinterested men, who shall be free from the corrupt influences of said firm, and abstain from administering their offices and wielding their power and authority for its benefit. That all the sutlers now attached to United States military posts in Alaska, being all, or nearly all, in the employ of said firm, be forthwith discharged, and superseded by disinterested men.

Your petitioners further recommend and pray that no person, other than natives of Alaska, be permitted to engage in the trade of said Territory, unless he first file his declaration of his purpose so to do with the collector of this port; that no vessel be permitted to clear for Alaska, or enter any of its ports, or touch at any portion of its territory, without first having obtained a clearance from the custom-house of San Francisco direct for Alaska, and the filing in said office of a declaration by the owner or master of such vessel that the same will engage in the trade of Alaska. Several vessels have sailed from Siberia to Alaska, loaded with opium and other goods, upon which heavy duties are imposed; and by going direct to Sitka and clearing there for this city, as though their cargoes were the products of Alaska, have escaped the payment of duties upon their cargoes, thus defrauding the revenue of the United States of large sums, which, we believe, amount in the aggregate to more than two hundred thousand dollars. That no vessel be permitted to engage in the fur-seal trade of Alaska without a clearance from the custom-house at San Francisco, and a declaration by the owner or master thereof, filed therein, of intention to kill or purchase fur-seals, or to do both; that none but citizens of the United States be permitted to engage in the trade or fisheries of Alaska.

Your petitioners would further respectfully recommend and pray, with respect to the fur-seal trade of Alaska, that laws be passed, and in the mean time Treasury regulations be promulgated, prohibiting the killing of seals upon the islands of Saint George and Saint Paul by any but natives of Alaska, and except from September to November

of each year, and that only a certain number per annum on each island be killed; that it shall be unlawful to kill female seals, or pups under one year of age. That every seal-skin, before its sale, be exhibited to a United States inspector, to be appointed on each of said islands for such purpose, who, if the same appears to have been killed in violation of law, shall confiscate the same for the public benefit, and fine or punish in such manner as may be prescribed, the person exhibiting the same; that said skins be sold to traders in the presence of such inspectors, and that at the time of sale by the natives the purchaser thereof be required to pay such inspectors such Government tax as may be imposed for each skin, and, after such payment, the said skins shall be stamped or branded by such officers.

We respectfully submit that, at present, no person other than United States troops and revenue-officers, and agents to said Hutchinson, Kohl & Co., are permitted to reside or land upon either of said islands, or to purchase seal-skins procure<sup>d</sup> thereon, and that, consequently, said firm possesses a monopoly of said trade, to the manifest prejudice of the public, and to the detriment of the public revenue, which loses the sum that might, with competition, be collected on said skins.

We respectfully recommend and pray that some one place on each of said islands may be designated as a public market, in which citizens of the United States may be permitted to reside and purchase said seal-skins, during a certain season to be designated for the sale of the same; and that the purchase of such seal-skins in said markets may be thereon open to the competition of citizens of the United States; or, that the right to purchase said seal-skins upon said islands, each separately, be sold at public auction, in San Francisco, to the responsible bidder who offers the highest sum therefor, and that no person or firm be permitted to purchase such franchise for more than one of said islands; or that sealed bids for the sale of such franchise be received by the collector of this port, or the Treasury agent of the United States in this city.

We respectfully request that an answer to this memorial be forwarded to the ———.  
SAN FRANCISCO, June 15, 1869.

The chamber of commerce, at regular and special sessions, discussed the matter most earnestly, and at a meeting held on February 22, 1869, the president was instructed to telegraph to our delegates in Congress, requesting them to unitedly use their influence to at least delay action upon the subject of a disposition of the fur-seal interest of Alaska.

At this meeting a petition of Aleuts to the chamber of commerce of San Francisco was received, imploring the same for aid and protection against oppression by Hutchinson, Kohl & Co.

Soon after, a special meeting having been called for the purpose, the chamber of commerce memorialized Congress, asking equal rights for all parties, and at the same time protection to the fur-bearing animals; and a bill in regard to Alaska was prepared by the former, and submitted to the latter, which, if it had been adopted, would have solved the problem to everybody's satisfaction.

But amidst all this storm of indignation and protests, the President of the United States and the Congress, then in session, exhibited the utmost disregard for the wishes of the people so unmistakably pronounced.

The interest of the whole Pacific coast, the clamor of the entire press, the loud voice of the public, and the plain letter of the Constitution of the United States were outweighed by the influence of one concern, that came prepared with unlimited funds which it distributed with a lavish hand. It was coolly resolved that the principal wealth of Alaska should be handed over to Hutchinson, Kohl & Co., and that the unfortunate Aleuts of Saint Paul and Saint George should be delivered into their hands; but as this could not be done without Congress having regularly acted upon it, a plan was devised which would enable Hutchinson, Kohl & Co. to enjoy, in the mean time, all the privileges which they coveted.

#### FAVORITISM SHOWN BY THE GOVERNMENT TO HUTCHINSON, KOHL & CO.

This was done in the following manner: In order to prevent the speedy extermination of the fur-seals, it was resolved that the Government itself should take charge of the islands till Congress had acted upon the matter, and that no more seals should be killed than were needed for the support of the inhabitants, say from 2,000 to 3,000; (so far, so good, a most excellent measure; but now comes the real object;) and that all parties then having stations on the islands should be driven off, except Hutchinson, Kohl & Co., and Williams & Haven, the latter of which had consolidated with the former.

Collector Miller, of San Francisco, received, therefore, a dispatch signed by Secretary McCulloch, and dated Washington, February 13, 1869, which says:

"Steamer Alexander (belonging to Hutchinson, Kohl & Co.) may clear in ballast with sea-stores direct for Saint Paul and Saint George, to remove property of owners and part of their employes; send with her two trustworthy inspectors to remain on said islands, and prevent landing of any person or merchandise until relieved by Lincoln."

Thus Hutchinson, Kohl & Co.'s vessel was commissioned to do the Government's work, and General Miller, who soon after resigned his collectorship to become president of the Alaska Commercial Company, was intrusted with the selection of two trustworthy inspectors. Of course these orders were only a form; the real intention was that Hutchinson, Kohl & Co. should take immediate possession of Saint Paul and Saint George, and when Col. Frank W. Wicker, then collector of Alaska, and Mr. Vincent Colyer visited the islands during 1863, as special agents of the Government, they found that instead of 3,000 seals altogether, over 60,000 seals had been killed on Saint Paul alone; and when Colonel Wicker made a report of the fact to the Government, he was immediately relieved. The skins were of course appropriated by Hutchinson, Kohl & Co.

During the same year, when Mr. Thomas Taylor, of the firm of Taylor & Bendel, of San Francisco, touched at the islands in his schooner Page, to look after his property, which his employes had been forced to abandon, he found that his buildings had been appropriated by the Government, and he was peremptorily ordered to leave.

#### THE LEASE.

When the chances of Hutchinson, Kohl & Co. of getting possession of the fur-seal islands became almost a certainty, not only Williams & Haven had joined them, but Collector Miller (who is a special friend and favorite of General Grant, and who had served the company so well and his country so badly) resigned his collectorship of the port of San Francisco to become president of this enlarged concern, which now called itself "The Alaska Commercial Company." In the mean time, while the lobbying at Washington went bravely on, it had been decided that said islands were to be leased, but in order to preserve at least an appearance of fairness, not to the Alaska Commercial Company, but to the highest bidder; but that this was nothing else but a blind to satisfy and appease the public, subsequent events have sufficiently proven.

Congress passed an act entitled :

AN ACT to prevent the extermination of fur-bearing animals in Alaska, approved July 1, 1870.

The principal provisions of the act are the following :

No more than 100,000 seals a year are allowed to be killed on both islands together. (75,000 seals on Saint Paul Island, and 25,000 on Saint George Island,) under pain of forfeiture of the lease.

Terms of the lease twenty years from May 1, 1870. The yearly rental to be no less than \$50,000 per annum.

The lease to be made immediately after the passage of the act—to the best advantage of the United States—to proper and responsible parties, having due regard to the interest of the Government, the native inhabitants, the parties heretofore engaged in the trade, and the preservation of the seal-fisheries.

The wording of the act clearly indicates that the lease should go to the highest responsible bidder filling the conditions and qualifications required by the act. This seems also to have been the opinion of Secretary Boutwell, but the Alaska Commercial Company insisted that the lease-act was passed for their special benefit. They were so importunate that the Secretary of the Treasury felt induced to apply to the Attorney-General for advice.

This application was made in a letter, under date of July 2, 1870, to the purport that the lease should be awarded to the highest responsible bidder, to the best advantage of the United States, according to the wording of the act.

The Secretary of the Treasury then issued the following advertisement, dated July 8, 1870 :

#### "Advertisement.

"The Secretary of the Treasury will receive sealed proposals until 12 o'clock noon, Wednesday, the 20th of July instant, for the exclusive right to take fur-seals upon the islands Saint Paul and Saint George, Alaska, for the term of twenty years from the 1st day of May, 1870, agreeably to the provisions of an act approved July 1, 1870, entitled 'An act to prevent the extermination of fur-bearing animals in Alaska.'

"In addition to the specific terms prescribed in the act, the successful bidder will be required to provide a suitable building for a public school on each island, and to pay the expense of maintaining a school therein for not less than eight months in each year, as may be required by the Secretary of the Treasury.

"Also to pay the natives of the islands for the labor performed by them, as may be necessary for their proper support, under regulations as may be prescribed by the Secretary of the Treasury."

The remaining Alaska traders, though having strenuously worked against the lease-act while it was pending, knew full well that the lease in such hands as those of the Alaska Company would be equivalent to a monopoly of the whole of Alaska Territory, and also equivalent to their gradual ejection from it.

They were consequently compelled, in order to save their investments, to compete for and bid on the lease.

The 20th day of July was the last day of receiving bids. On that last day the Treasury Department issued a singular memorandum, which we subjoin:

"OFFICE OF THE SECRETARY, July 20, 1870.

"Memorandum in reference to bids for the exclusive right to take fur-seals upon the islands Saint Paul and Saint George, read before the persons present at the opening of the bids at 12 o'clock noon, July 20, 1870:

"First. The successful bidder will be required to deposit security within three days, to the amount of \$50,000 in lawful money or bonds of the United States, for the due execution of contracts, agreeably to 'An act to prevent the extermination of fur-bearing animals in Alaska,' approved July 1, 1870.

"Second. It being apparent from the language employed in the act aforesaid that it was the intention of Congress to give a preference to the Alaska Commercial Company in the award of their contracts, I think it proper to state, before the bids are opened, that the contract will be awarded to the said company if their proposals shall be not more than ten per cent. below that of the highest bidder.

"Third. No bid will be accepted unless made by a responsible party acquainted with the business, or skilled in kindred pursuits to such an extent as to render it probable that the contract will be so executed as to secure the results contemplated by the lease."

The Secretary then proceeded to open the bids, of which there were fourteen.

The lowest bid was that of the Alaska Commercial Company, amounting to \$65,000 rental a year, and the highest bid that of Louis Goldstone, for a combination of various San Francisco firms, amounting to a yearly rental of \$227,500.

The principal parties in the combination of firms for whom Goldstone had made the bids were the firm of Taylor & Bendel, one of the most respectable and prominent houses of San Francisco, that had been engaged in the Alaska trade from its opening, and having the additional advantage over the Alaska Commercial Company of prior occupation. The inquiries immediately instituted by the Government in Washington, through the agency of Custom-house Collector Phelps, of San Francisco, as to their standing and responsibility, were of a character in every way satisfactory.

Notwithstanding this and the great discrepancy in the bids, the Alaska Commercial Company entered various protests, which were referred by Mr. Boutwell to the Attorney-General, then Mr. A. T. Akerman, who heard arguments on both sides, and under date of July 29th decided in favor of Goldstone and associates.

After the delivery of Mr. Akerman's opinion, it was everywhere taken for granted the lease would be awarded to Goldstone. Nobody had any doubt of it. All obstacles had been removed, and all protests done away with.

On July 30 Mr. Goldstone consequently called at the Treasury Office for the lease, but to his utter astonishment and consternation he was informed that the lease had been awarded to the Alaska Commercial Company, on the terms of his own (Goldstone's) bid. The communication was made by Acting Secretary William A. Richardson, whose face in giving the information was crimsoned with shame. Mr. Boutwell had secretly left for Massachusetts.

Thus it came to pass that the scheme succeeded; that slavery and bondage, for the abolishment of which a few years before the best blood of America had been sacrificed, was here restored and was openly sanctioned by Congress; that free and liberal America had openly granted a monopoly of trade, and was placed on a footing with the most despotic of the powers of Europe, Russia, and that Christian communities, together with their two islands, were leased to the Alaska Commercial Company for twenty years. Alas! Alaska was then, indeed, an appropriate term.

#### ACCUSED OF BRIBERY.

If the prize that the Alaska Commercial Company had thus gained was enormous, it can be imagined that a tremendous sum had to be sacrificed to satisfy the political cormorants, and the press in those days made the most sweeping charges against members of Congress and members of the administration, and there was an ugly rumor that the brother-in-law of the President, Mr. Dent, had been made a partner of the concern at the eleventh hour.

#### STATE OF THE INHABITANTS OF THE FUR-SEAL ISLANDS.

Although the Alaska Commercial Company has, ever since the wretched people of Saint George and Saint Paul were delivered into their hands, asserted that the latter are well satisfied with their condition, and that they are as happy as the day is long; yet the meager news that, in spite of the vigilance of the company, have reached San Francisco, tell a different tale, and they are so restricted by the terms of the lease that they are in nothing else but a state of bondage and slavery.

The inhabitants of these islands are shut off from communication with the outer world like a colony of convicts, as no vessel is permitted to touch at, or no person allowed to land on, their soil except those belonging to the Alaska Commercial Com-

pany. They are not allowed to leave the island without permission. They are forced to accept 40 cents per skin, which are worth from \$10 to \$20 each at London, and they must pay for the commodities of life what the Alaska Commercial Company demands of them. And if we consider that they are brought into this condition by the Government of the United States, which has the sacred duty to protect the personal liberty of every individual within its domains, we cannot imagine a more flagrant case of the violation of the principles of republicanism than that which here presents itself.

Considering, furthermore, the course which Hutchinson, Kohl & Co., which is now the Alaska Commercial Company, have ever pursued since their name has been known, how little they have respected what humanity, law, and justice demand, we are forced to believe that the condition of the inhabitants of Saint George and Saint Paul is not such as they represent; and that the latter deeply feel their degradation and long for the light of freedom which sheds its rays everywhere within the wide boundaries of our country, except at this benighted spot, has been shown by that touching appeal which, after many obstacles, finally reached the ears of the American people, but only to be left unheeded by those parties that wielded the power and that held the remedy in their hands, but whose interest was at stake.

#### THE SUPPRESSED PETITION.

We refer to the famous petition of the inhabitants of Saint George Island, which can not be read without a feeling of regret, shame, and indignation, and the history of which, briefly given, is as follows:

When the fur-seal islands had been about a year in possession of the Alaska Commercial Company, there arrived in San Francisco a native of the island of Saint George, by the name of Peter Rupi, who brought to Agapins Honsharenko, editor of the Alaska Herald, a paper published in San Francisco, a petition, written in the Russian language, which had been drawn up by the same Aleuts who once before appealed to the chamber of commerce, and which had been signed by all the leading men of said islands.

The following is the petition translated into readable English:

#### THE SUPPRESSED PETITION.

We, the undersigned, natives of Saint George Island, Alaska, and citizens of the United States, by virtue of treaty-stipulations, feeling aggrieved at the mismanagement of the affairs of this Territory, resulting in serious grievances to us, availed ourselves of the medium of a petition to the General Government, in the hopes of accomplishing, through such means, such reforms in the management of Alaskan affairs as would tend to ameliorate the unhappy condition in which we found ourselves placed.

This petition was framed in 1869, and was intrusted to the care of our countryman I. Archimandritoff, to be forwarded to the proper authorities at Washington for their action thereon in our relief, but, we are sorry to say, it never reached its destination. Again we prepared the petition, and this time, to assure its delivery to the authorities at Washington, we intrusted it to Mr. N. Buynitski, a United States official from Washington, at the time present on the island. This officer received the petition in 1870, and promised faithfully to present the same to the authorities at Washington; but on his return among us, in the year 1871, we were again destined to disappointment, for on our urgent inquiry as to what had been done with our petition we received no answer. We have, in view of these facts, been forced to the conclusion that our petition to insure us the redress of our grievances, addressed to the supreme authority at Washington, has been suppressed.

Now, therefore, we, the undersigned, forward for publication in the Alaska Herald a copy of the said suppressed petition, in hopes that it may, by that means, reach the ear of the General Government, and the proper authorities thereof, at Washington.

#### *Petition.*

SAINT GEORGE ISLAND, ALASKA, August 5, 1871.

We, the undersigned natives of Saint George Island, Alaska, and citizens of the United States, consider that we have been treated by the United States Government without due consideration to our wants and necessities.

That we can read and write, and are capable of holding correspondence with the Government.

That Government, without consulting us, or understanding our situation, wants, and necessities, leased the island on which we live for twenty years, thereby virtually sentencing us to a twenty years' imprisonment.

That we recognize by this act that we have been reduced to a species of slavery, and that we are compelled to labor and to receive therefor only forty cents per fur-seal-skin, or fifty cents per day for labor, when we can procure it, an amount entirely inadequate to our wants, and which leaves us dependents and paupers, checking our prosperity and impeding the progress of our civilization.

That in consequence the education of our children, a privilege secured to other citi-

zens of the United States, must be abandoned. Morally, religiously, socially, and commercially, our destiny is in the hands of the lessees of the Government.

We are the slaves of these lessees and at their mercy.

We are shut out from all intercourse with other portions of the republic, and are consequently debarred from improvement by mutual correspondence with sister communities, and from learning through such intercourse how to advance in the common civilization of our country.

Even merchants and traders are excluded from our shores by these lessees, and competition is thus cut off, and we are dependent only on the mercies of our masters. The employes of the company (lessees of our island) often beat and violently assault us, threatening to drive every Aleut from the island, and that they have that power through this lease, obtained by them from Government at a cost of many thousand dollars. These employes are careless and indifferent about the fur-seal, our only resource and support for ourselves and families. The lessees are permitted to kill 25,000 per annum. When we bring them skins they select only the first-class skins, and order us to take the rest out of their sight. By this means, out of one hundred skins, about seventy-five are purchased by them, and the rest, twenty-five skins, have to be thrown into the sea. The rejected skins which are cast into the sea and destroyed would find a ready sale with other outside traders, who are eager to purchase them; and thus are the fur-seals gradually disappearing; our labor is partially lost, and 25 per cent. of the wealth of our industry is lost to us because no one is allowed to visit our shores to trade with us but the lessees of our island, whom we are compelled to regard in the light of masters and even tyrants.

In conclusion, we beg respectfully of the United States Government, and of our fellow citizens all over the republic, to regard us not as wild Indians—we are not such—but as fellow-citizens struggling to advance in civilization, and to become worthy to be esteemed as fellow-citizens of the republic.

Peter Rezantzow.  
Andronic Rezantzow.  
Niciphor Veculow.  
Peter Rupi.  
Alexis Shvetcow.  
Egor Kolechow.  
Ivan Philemonow.  
Sabba Kolechow.  
Job Philemonow.  
Zachar Ustugow.

Platon Veculow.  
Ciprian Mercuriew.  
Peter Chlebow.  
Ustin Shvetcow.  
Semen Philemonow.  
Alexis Galamin.  
Gabriel Galamin.  
Boris Galamin.  
Alexis Ustugow.  
Barpholomeus Malovanski.

Ivan Shein.  
Ivan Popoff.  
Alexander Ustagow.  
Sebastian Mercuriew.  
Neophit Shvetcow.  
Joseph Shvetcow.  
Nicholas Ustogow.  
Phoca Shein.  
Ivan Akupski.

This petition created a sensation in California as well as in the East, and was a bomb-shell to the Alaska Commercial Company.

Again did the press raise its voice in behalf of these unfortunate Aleuts; again was the unconstitutionality of the lease held up before the public, and again were justice and fairness demanded. But once more did the storm of indignation break upon the stoical front that the Government presented; the Alaska Commercial Company declared the petition a fabrication, and probably spent another cool \$50,000 where it did most good, and that ended the matter. The Government did not take the slightest notice of the petition, and the Alaska Commercial Company has been careful that not another one should leave the island again.

We exclaim, again, Alas, Alaska!

#### ONE MORE EFFORT.

It was now evident, beyond all doubt, that, although the General Government was fully acquainted with every detail of this disgraceful affair, no redress could be obtained at Washington; still, one more effort was made by the indignant citizens of San Francisco, and in February, 1872, the senate of the State of California was memorialized and implored to use its influence with the Government of the United States in behalf of this cause. We give here the memorial:

*Memorial to the honorable the Senate and the House of Representatives of the State of California.*

The memorial of the undersigned, citizens of the United States and merchants and traders of the city of San Francisco, most respectfully represents:

That whereas the purchase of the Territory of Alaska by the United States Government, at a cost of over \$7,000,000, paid out of the public Treasury, was a national act, the purpose of which was the acquisition of territory with a view to the eventual carrying out therefrom of a State or States for admission into the Union, with power reserved in the General Government intermediate such acquisition, and the ultimate object for which all territory is acquired, to exercise such authority over the same as a wise and prudent administration should dictate;

And whereas the isolated position of Alaska, and the peculiar resources of that Territory, render the inhabitants thereof singularly dependent on commerce for the supply

of most of the necessities of life, without which they must be abandoned to the most pitiable privations and be reduced to the most urgent distress ;

And whereas, in view of the above facts, a wise and prudent administration of the affairs in the government of said Territory would dictate that trade and intercourse between said Territory and the rest of the republic should be guaranteed free, uninterrupted, and untrammelled, and every facility should be afforded by the General Government to promote such intercourse for the mutual benefit of all citizens of the Republic and for the development of such resources as may lie dormant in that distant Territory ;

And whereas the entire Pacific coast is immediately interested in the promotion of such trade and intercourse with Alaska, and especially the State of California, whose position and resources and commercial facilities eminently designed it to be the purveyor to the wants of its fellow-citizens in Alaska, and the magazine from which may be drawn such supplies as may be required by them and not afforded in their latitude ;

And whereas the Congress of the United States, in the exercise of its legitimate authority, given under paragraph 3 of Section VIII of Article I of the Federal Constitution, which empowers Congress "to regulate commerce among the several States," &c., has unwisely, judiciously, and imprudently, and in the absence of all knowledge of the wants, rights, and desires of the people of that Territory, and by undue influence and corrupt practices of parties personally and pecuniarily interested, seeking to betray the interests of said people, and to mislead and deceive the General Government, made a certain contract with the Alaska Commercial Company, in the nature of a lease of the important islands of Saint Paul and Saint George in Behring Sea, the said islands being the only known home of the fur-seal in America ;

And whereas by the terms of said contract, or lease, Congress has surrendered to the said company, for a period of twenty years, the entire resources of the said islands, together with the inhabitants thereof, in their foreign intercourse and the entire regulation of the trade therewith, and has invested the said company with such arbitrary privileges and powers as to virtually give to said company a monopoly of the entire resources and commercial interests of the said Territory, thereby shutting in the inhabitants thereof from all intercourse, through the medium of commerce, with their fellow-citizens elsewhere in the Union except through the agents and employés of the said monopoly ;

And whereas, by the terms of the said contract or lease, the Congress of the United States has abdicated in favor of said monopoly that portion of the sovereign power of the Government of the United States which can rightfully be exercised by Congress alone ;

And whereas the executive branch of the General Government, through its officers and agents, thereto prompted by like undue influences and corrupt practices and means, has been led to sustain and support the said monopoly in the illegal exercise of its unconstitutional privileges and powers ; in that—

It has surrendered itself, through its revenue-officers in Alaska, to the control of this monopoly ;

It has permitted Federal officers to act as agents of the said monopoly ;

It has permitted Federal officers to become stockholders in said monopoly ;

It has suffered the said monopoly, from time to time and on repeated occasions, to violate with impunity the customs, regulations, and military orders affecting trade with Alaska, by the laxity and collusion of its agents, acting in the double capacity of Federal officers and agents of the said monopoly, while the said regulations and orders were rigorously and arbitrarily enforced against other merchants and traders, to a degree in violation of the spirit and intent of the same ;

It has caused steamers and vessels to be illegally seized and sold by its officers in Alaska at the dictation of the said monopoly, and upon pretended infractions of the said regulations and orders, solely for the purpose of impeding commerce, driving out competition with said monopoly, and to suppress trade with the people of Alaska, and have thereby entailed great loss to the commercial interests of California, and subjected the merchants of this State to great cost and expense in contesting false and frivolous charges preferred by executive officials acting in the said double capacity as Federal officers and agents of the said monopoly ;

It has, through its agents on this coast, prostituted its powers at the dictation of, and in the interest of, said monopoly, to hedge in, confine, and cripple the rights and privileges of the salmon and codfish fleets of this State sailing in Alaskan waters, by forbidding the bartering of merchandise, even for necessary supplies, while the same officials have permitted the fishing-vessels of the said monopoly to exercise unrestricted trade with that Territory ;

It has suffered its revenue-cutters, while in public service and under public expense and pay, to be used by the said monopoly for the transportation of the effects of said monopoly ;

And whereas the executive branch of the General Government, by the acts aforesaid and otherwise, has abdicated that portion of the sovereign power and authority which



can rightfully be exercised by the Executive of the Government alone, acting through agents and officers exclusively devoted to the duties of their respective offices, in favor of the agents of said monopoly, claiming to act under the double capacity of agents for both the Government and said monopoly;

And whereas the legitimate consequence of said abdication by the legislative and executive powers of the General Government, and the delegation of these powers to the said monopoly, its agents and officers, has been an almost total suppression of trade and commerce with every portion of Alaska, so that intercourse with the people and inhabitants of that Territory is rendered difficult and expensive if not impossible; the productions of the said Territory have been locked up, and the large commercial interests of the Pacific coast, and of this State in particular, suffer and decline, while the inhabitants of Alaska have been, by the action of the General Government, consigned to a species of slavery for the term of twenty years; they are thus held as prisoners, virtually chained and manacled, without having committed any breach of the laws or been found guilty of having committed any crimes. This is a violent usurpation of the sacred guarantees of the Constitution. The people of the United States have shed their best blood and hampered themselves with debt to give freedom to four millions of slaves. Now, by a strange coincidence, they find that they have paid over \$7,000,000 for Alaska, one direct result of which has been the enslavement of a portion of its inhabitants. Such a gross insult to the American spirit of liberty deserves to be blotted from the records of our national life which it has disgraced. In this age, when the watchword is the universal brotherhood of man, when the Africans, the Chinese, and other nations, long held in servitude, are feeling the glorious impulses of freedom as known to the citizens of the American Republic, is it not a shame and a crime that the foul spot of serfdom and slavery curses Alaska? Surely the action of Congress in legislating away the lives and liberty of the Alaskans to a soulless monopoly, must arouse in the hearts of the American people a public sentiment which will immediately annul such a piece of barbarous legislation:

Now, therefore, we, the undersigned, being personally cognizant of the above facts, and sincere in the deductions derived therefrom, would, in view thereof, most respectfully petition your honorable bodies in joint convention, by concurrent resolution, address the Congress of the United States, at its present session, petitioning that honorable body, in the interests of your memorialists, and of the merchants and traders and commerce of San Francisco, the Pacific coast, and the entire nation, and in the interests of humanity and progress, of right and justice, and in vindication of the integrity of our institutions which denounce all efforts at the enthrallment of the people or any portion thereof, to annul the said illegal and unconstitutional contract or lease above mentioned, and to open up Alaska to free and unrestricted commercial intercourse, subject only to such wise and wholesome general regulations of trade as will act and be binding upon all alike; and as a preliminary to such a step, praying that a commission be appointed by Congress at its present session to investigate the evils which attend the management of Alaskan affairs, and the infractions of the terms of the said contract or lease by the said Alaska Commercial Company, said commission to be composed in whole or in part of merchants of San Francisco.

A. Crawford & Co., Johnson, Nickerson & Veasey, Lynde & Hough, Morgan & Co., Thomas J. Foster, John H. Carmany & Co., Sherwood, Buckley & Co., Thomas Burden, J. Sturtevant, J. Marks, S. Folpe, Thomas W. McCallum, A. C. Nichols & Co., H. Horst, Starr & Little, James R. Finlayson, D. Beadle, Charles Hare, S. M. Holderness, David Shipper, Sam. P. Holden, M. J. Kelly, Charles J. Janson, Royal Fisk, And. Welch, A. C. Rand, Jacob Schrieber, W. A. Hughes, Wm. H. Rouse, J. M. Hixson, A. W. White & Co., Hill, Slopt & Co., A. Pallies, J. H. Harn, James Cormack, jr., W. J. Loury, C. F. Bassett, Adam Booth & Co., S. Levy & Co., J. Green, John Laws, Duff & Co., Lowry & Wightman, Wm. Kibbe Benjamin, S. M. Henry & Co., P. B. Smith, H. F. Baker, Heywood & Hendley, Dakin & Libbey, Brous & Perkins, Littlefield, Webb & Co., H. K. Cummings, A. A. Haseltine, J. W. Wolf, George E. Cole, J. Scott, James Rope, D. B. Stewart, C. McCann, R. D. Thilpoll, L. E. Noowan, R. E. Haseltine, C. R. Jones, G. S. Rogers, John Bills, William Chipman, Wm. Fullard, T. J. Parker, W. Robbins, Geo. E. P. Hunt, Francis P. Devine, B. H. Madison, Geo. W. Boyd, Wm. DeWitt, John C. Gunn, Henry Dneyer, Henry Anderson, L. S. Allen, George Charles Lester, H. Heine, John McPherson, R. D. Rhafon, G. D. Plato, John H. Druhe, O. J. Preston, James McLoughlin, H. Applebee, Peter Muhelson, Thomas Bewick, and 300 others.

Now, what was the fate of this memorial? It was presented to the California legislature by Senator Perkins on February 9, 1872, and referred to the committee on Federal relations. General Miller immediately interviewed this committee, and pronounced the statements set forth in said memorial as false, and his word outweighed the signatures of hundreds of the best citizens of San Francisco: and said honest committee refused to forward the memorial to Congress.

#### THE RESULT OF THE LEASE.

From the day the lease was signed, the doom of Alaska was sealed. Baffled and cut off on all sides, the dismayed firms and individuals that followed their various pursuits

in the country were forced to withdraw, one after another; the plans then under consideration were abandoned, and to-day there are hardly any white men in the Territory but the employes of the Alaska Commercial Company.

It seems strange, at the first glance, that the lease of two small islands should stop the development of the whole immense Territory, but it is not more so than that the possession of a narrow thread of land through a country should give a railroad-ring the power to lord it over cities, counties, and States.

On said two islands—Saint George and Saint Paul—the wealth is heaped up on the beach in the form of millions of fur-seals, worth from \$10 to \$20 each, and without exertion the Alaska Commercial Company makes here alone about \$1,000,000 clear profit per year. (The dividends of the Alaska Commercial Company for 1873 reached \$1,300,000.) Now, with such tremendous riches at its command, it is an easy matter for this company to crush any enterprise in the rest of the whole Territory, which it claims as its own dominion, and where enough natural dangers and difficulties await the trader, fisherman, and explorer without those prepared for them by an overwhelming monopoly.

As already the old tyrannical Russia company correctly anticipated that enterprise, discovery, and the development of the Territory would interfere with their fur-trade, would attract the attention of outsiders, and would curtail their privileges, so has also the Alaska Commercial Company made it its principle to exclude everybody but itself from Alaska, and has therefore declared war against everything that looks like enterprise, exploration, discovery, immigration, and development; and, as already explained, through the means of the tremendous wealth and other advantages furnished to it by the lease of the fur-seal islands, has already succeeded in making itself the master of the whole Territory.

To give striking proof how, since the advent of the Alaska Commercial Company, the trade with the Territory has almost entirely ceased, we will give the lists of the vessels that cleared for Alaska during the months of February, March, and April, respectively, in 1869 and 1874.

#### GREAT DIMINUTION OF TRADE.

We will say, as an explanation, that the spring and early summer is the time when most ships sail for Alaska. They go up in spring and return in fall, as during the winter the coasts of Alaska are the most dangerous localities in the world.

#### *Vessels cleared for Alaska in—*

1869.

Feb. 3. Schooner Idaho, Hutchinson, Kohl & Co.  
 Feb. 7. Schooner Legal Tender, Alsop & Co.  
 Feb. 7. Bark Cyane, Pickett & Co.  
 Feb. 13. Steamer John L. Stephens, Holladay & Brenham.  
 Feb. 16. Bark Francis Palmer, C. J. Janson.  
 Feb. 24. Schooner Lewis Perry, Tilby.  
 Feb. 27. Bark Washington, N. Richard.  
 Mar. 5. Steamer Alexander, Hutchinson, Kohl & Co.  
 Mar. 6. Schooner Luella, Malovansky.  
 Mar. 7. Schooner Alaska, Lynde & Hough.  
 Mar. 7. Schooner General Harney, F. G. E. Tittel.  
 Mar. 10. Steamer Constantine, Hutchinson, Kohl & Co.  
 Mar. 10. Schooner Alice, Malovansky & Co.  
 Mar. 11. Ship Cesarewich, Ice Company.  
 Mar. 26. Schooner Lizzie Shea, Murdock.  
 Mar. 26. Brig Victoria, Wright & Bowne.  
 Apr. 2. Schooner Page, Taylor & Bendel.  
 Apr. 7. Brig Commodore, Parrott & Co.  
 Apr. 17. Brig Olga, Ice Company.  
 Apr. 18. Schooner T. L. Steele, Pioneer American Fur Company.  
 Apr. 18. Bar Peking, Ice Company.  
 Apr. 18. Schooner Fanny, W. N. Shelby.  
 Apr. 27. Schooner Lizzie, C. I. Janson.  
 Apr. 27. Bark Atalanta, Pope & Talbot.

1874.

Feb. 6. Francis Halmer, Janson.  
 Feb. 17. Wm. Sutton, Alaska Commercial Company.  
 Mar. 6. W. H. Stevens, Alaska Commercial Company.  
 Mar. 7. Schooner Urania, Shipper.  
 Mar. 18. Steamer Alexander, Alaska Commercial Company.  
 Apr. 17. Schooner Eustace, Alaska Company.  
 Apr. 18. Bark Cyane, Alaska Commercial Company.

This list does not include the fishing-vessels.

We see that while during the months of February, March, and April, as many as twenty-four vessels sailed for Alaska in 1869, of which only three belonged to Hutchinson, Kohl & Co., and twenty-one to other parties, during the same months in 1874 only seven vessels cleared for the Territory, of which five belonged to the Alaska Commercial Company and only two to other firms, or eighteen less than in 1869.

Do not these figures tell a serious tale? Does it not prove that we can safely assert that the interest of the whole Pacific coast has been injured by the lease; that the Alaska Commercial Company has a monopoly over the whole Territory of Alaska, and that it has killed its trade?

Most positively does it prove all this, and this state of affairs has long been feared and predicted by the press, by the merchants, and by the general public of the Pacific coast, as we have already circumstantially explained in the foregoing pages.

#### THE COMMENTS OF THE PRESS.

We will again quote a few of the many papers and authors that have recognized the fact and have discussed the matter.

In a work entitled "Hidden Treasures; or, Fishing Around the Northwest Coast," a very able little work, by J. L. McDonald, we find the following:

"The villainous law, passed ostensibly for the protection of fur-bearing animals, should have been more justly entitled 'An act to enslave the people of Alaska, to obstruct the fisheries, and to check the development of the northwest coast.' By the terms of this act the inhabitants of Saint Paul and Saint George and the adjacent islands are strictly *called in*, being forbidden any intercourse with 'the rest of mankind;' they are forced by necessity to sell their products to the company, and to receive such considerations in return as this soulless monopoly may see fit to give. The obstructions which the fur company has in former years thrown in the way of individual traders and fishermen in those regions are very well known. The subsidized Federal officers in the interests of the company have given much trouble to private enterprises; several vessels have been seized on very flimsy pretexts and sent for trial to San Francisco. In every instance those vessels have been liberated, and the masters and supercargoes exonerated by the courts. Voyages have thus been broken up, heavy losses have fallen upon humble adventurers, failures have followed, and peaceful commerce has been seriously obstructed. Several suits for heavy damages are now pending in the courts in the North Pacific coast against the revenue-officers formerly serving on the coast of Alaska."

And again, in the same book:

"Sincerely believing that the 'fur franchise' in Alaska is obstructive to the development of the vast resources latent in those regions, subversive of the best interests of the people of that Territory, and embarrassing to the traders and fishermen in and around those shores, we most earnestly ask Congress to repeal that odious measure, and 'let justice be done though the heavens fall.'"

The Sacramento Reporter, July 8, 1870, says:

"Gradually this firm or company threw off all cloak, openly claimed a monopoly and warred upon all traders."

From the Chicago Tribune, January 4, 1873, we take:

"It practically holds the same relation to Alaska that the old Russo-American did and that the Hudson's Bay Company does to the adjoining British possessions. It has rivals in the trade, but they are gradually disappearing under the treatment known in California as 'the little game of freeze-out.' The company is reported very wealthy, and can afford to undersell and overbuy its rivals, until they have to give up the losing game. It is accommodating, even generous, when its own interests are not at stake. It discourteously everything which tends to the development of the country, such as exploration, immigration, &c., because a settled Territory produces no furs. If a man is bound to go there, and it cannot help it, it is then full of accommodation, and helps him all it can during his stay there, and hastens his departure."

This is an extract from an article by Mr. Harrington, astronomer in the United States Coast Survey, who had been a year in Alaska.

But of the greatest weight are the words of a distinguished officer of the United States Army, General Jefferson C. Davis, commanding the Department of Alaska. He says:

"Since the declaration of Congress, at its last session, of Saint Paul and Saint George islands as special reservations of the Government, they have been under the control of officers of the revenue-service, sent there for the purpose of executing the laws prohibiting the landing at or killing of fur-seals upon them. During my official visit there, in the beginning of the present summer, and while engaged in investigating the affairs of the natives, as well as the manner in which the troops had performed their duties, I learned that, under one pretext and another, privileged parties had been permitted to land and remain on those reservations, and had been allowed to kill the animals at

pleasure. During last summer at least 85,000 seals were killed on the two islands; probably more than that number. The pretext under which this was authorized was that of enabling the natives to subsist themselves without expense to the Government. In an economical point of view this would seem quite right; but the facts are that the natives are cooped up on these islands where they are compelled to work for those private parties or starve; in other words, *they are to-day in a complete state of slavery*. Competition in trade has been universally established, and is now pretty well understood by the natives and traders throughout the country; wherever the former can paddle his canoe, or the latter penetrate with his goods, such is the case. *These isolated islands of Saint Paul and Saint George, in Behring Sea, the richest possessions in natural wealth, considering their small area, on the continent, form the only exceptions.* The natives are peaceful, honest, and capable of transacting ordinary business quite well, and would doubtless improve themselves if they had a fair chance; *but their present complete enslavement and robbery, by an unscrupulous ring of speculators, will ever prevent such progress.*"—Report of brevet major-general commanding Department of Alaska, to Secretary of War, August 20, 1870.

#### CONCEALING THE TRUE VALUE OF ALASKA TERRITORY.

In order to stifle the interest that the public took in Alaska, and to prevent, as much as possible, that the same should be made the object of American enterprise, the Alaska Commercial Company has always been very anxious to have Alaska represented as a very undesirable and inhospitable country, without charms of any kind, and its fur-trade as throwing off but a limited profit, exhibiting in this respect again the same spirit as the old Russian company.

The Government officials, who in various capacities were sent out from time to time to Alaska, and who were generally won over to private interests before they even left San Francisco or Washington, gave, therefore, always the most unfavorable account of the country; while men whose honor and integrity cannot be doubted, represent the country as it is, so far as they know it. Such men are Secretary Seward; Professor Davidson, of scientific fame; General Jefferson C. Davis, former military governor of Alaska; Vincent Colyer, and Dr. W. H. Dall, of the United States Coast Survey.

All these distinguished persons speak of the astonishing mildness of climate of certain portions of Alaska, of the rankness and luxuriansness of the vegetation, of the density and extension of the timber-lands, of the indications of minerals, of the magnitude of the fur-trade, and of the incredible abundance of aquatic life.

#### REPORT OF HENRY W. ELLIOTT.

The last official report submitted to the Government is that of Mr. Henry W. Elliott, a special agent of the Treasury Department, which, we are sorry to say, is in direct contradiction to the statements made by such persons as we have just named. Mr. Elliott has publicly claimed, this winter, at Washington, that he knows more about Alaska than any one person; that he had been in the Territory before the transfer to the United States, and many years since, and that he is the only person qualified to judge what that country needs. Let us see what right Mr. Elliott has to these claims.

During the year 1865, Mr. Elliott, then an employé of the telegraph company that attempted to establish a line from America to Europe via Siberia, was stationed at Puget Sound, about eight hundred miles from the southern boundary of Alaska, and never approached it nearer than that until the year 1872, when it had been five years American territory.

On the strength of this Mr. Elliott asserts that he had been in Alaska before the American advent. We will now show what experience he has had in the country since.

Mr. Elliott went first to Alaska in the spring of 1872, in a subordinate position, being assistant to Captain Bryant, who was then the Government agent on Saint Paul, the largest of the fur-seal islands, where he, Mr. Elliott, married a native girl. Mr. Elliott remained on the island about a year, returning in 1873, without having seen anything of the rest of the immense Territory, except the little Aleut village Iliuliuk, on Ounalaska Island, where he touched on his way up and down. After his arrival at Washington he published a work on the habits of the fur-seals, and made himself conspicuous by preferring charges against Captain Bryant, who, by the way, had proved himself not very pliable in the hands of the Alaska Commercial Company, and consequently was anything but popular with them.

With a strong breeze of powerful influence, we now see Mr. Elliott sailing into a position specially created for him, and for which an appropriation is set aside by Congress. He was appointed a special agent of the Government to investigate the resources of the fur-trade, and the condition of the natives of Alaska, and last May he set sail in the revenue-cutter Reliance, which had been placed at his service for this purpose.

Mr. Elliott proceeded first to Sitka, on Baranof Island, thence to Ounalaska Island, thence to the two fur-seal islands, Saint George and Saint Paul, thence to Saint Matthew's, and lastly to Saint Lawrence Island, staying only a few days at each place.

and returning via Onnalaska to San Francisco, where he arrived again in September. That is to say, Mr. Elliott, having landed on six of the countless islands of Alaska, and having never set a foot on or even been in sight of the main-land, has now submitted a circumstantial report on the Territory to the Government.

If we bear in mind that Alaska has as much area as one-quarter of the whole United States, and a coast-line of ten thousand miles; that it is fringed by thousands of islands, and that it is inhabited by hundreds of tribes of aborigines, belonging to three distinct stocks of men, and speaking many different languages, it becomes plain that it requires years of travel, exploring, and study to become acquainted with the subject upon which Mr. Elliott has reported, after a few months' pleasure-cruise in the North Pacific and the Behring Sea; after having landed on said six islands, and after having seen a few hundred Aleuts of the three thousand civilized and the fifty thousand savage inhabitants of Alaska.

Mr. Elliott's report is now just such as the Alaska Commercial Company desires, and might be mistaken for a statement written by a member of that company.

#### ELLIOTT'S RECOMMENDATION IN FAVOR OF THE ALASKA COMMERCIAL COMPANY.

Mr. Elliott very minutely describes scenes and people which he has never approached within five hundred or more miles, and represents the whole Territory a desolate and barren mass of basaltic rock, where no white man, not even the hardy Iclander, would live without being forced. He says the climate is fearful, and that no vegetable, not even the potato, will flourish under its frowning sky; that all its resources, the timber, the fisheries, and even the fur-trade, are vastly overrated, and that there is but one praiseworthy institution in the whole country, and that is the Alaska Commercial Company.

He is of the opinion that in order to give this poor but honest company a chance to make a little money, and the seals getting too thick on the islands anyhow, the former should be allowed to take 150,000 skins instead of 100,000, as stipulated by the lease; while he also gently hints at his own merits in bringing these facts to the cognizance of the Government.

The aim and purpose of such arguments are too transparent to need comment, and although we have no doubt that it does not pay for Mr. Elliott to have any different views, yet we are surprised to find him so little shrewd as to come out with such undisguised and clumsy praise of the Alaska Commercial Company, which lets at once the cat out of the bag.

But we must admit that we admire Mr. Elliott's cheek, not only in asserting that he knows more of Alaska than any one man, but in submitting to the Government a report, so weak and absurd, and so full of mistakes and misstatements, that we cannot accept them all as having been made through his ignorance of the country.

We should have thought that Mr. Elliott would have posted himself a little on the subject that he was going to report upon, by reading the excellent books that have been published on Alaska, and avoid such blunders as will neither do him or the Alaska Commercial Company any good.

Considering that the Government has the very best means to get reliable information about Alaska, and could, for instance, utilize the experience of Dr. W. H. Dall, (who, since 1865, has been nearly every year in the Territory surveying and exploring,) and still persistently selects men of little experience to get its advice and information from, the question naturally suggests itself, are really correct and true statements and reports in regard to Alaska wanted, or only such as will serve certain purposes?

#### A CURSORY DESCRIPTION OF THE RESOURCES OF ALASKA.

Of course we must abstain from giving a description of such a Territory as Alaska, which covers an area larger than the territory of California, Oregon, Nevada, Utah, and Arizona together, but a few statements in regard to its climate, &c., will perhaps not be lost.

The climate of Alaska, (excepting that portion which lies within the Arctic circle,) and especially that bordering on the North Pacific Ocean, is, varying according to latitude and local geographical conditions, equal to that of North Germany, Scotland, and Scandinavia. This country is traversed by large navigable rivers, with many tributaries, has beautiful forests, and millions of acres adapted to agriculture and grazing; and when we mention that during the summer the plains and valleys are waving breast-high with grass and vegetation, while the air is laden with the fragrance of the wild flowers, nothing more need be said of its fertility. Game of all kinds is abundant everywhere. On the Alaska peninsula herds of reindeer are found at all seasons of the year, and the fisheries are not insignificant, as Mr. Elliott thinks, but immense, for the cod-fish abounds everywhere on the coast; large schools of herring fill the bays, and the dense masses of salmon that during the running season crowd up even the smallest stream, must be seen to be appreciated. As a matter of course, a rough winter follows the delightful summer, but along the coast the former is tempered

by the influence of warm currents of the sea, that here course along the American continent.

There is not any doubt that rye, barley, and oats, as well as all kinds of vegetables, can be raised there as easily as in Northern Europe or in the State of Maine, and that for stock-raising the country is particularly well adapted.

To show that the potato will grow very well in Alaska, contrary to Mr. Elliott's statements, we will illustrate by examples: During 1868 and 1869, a man by the name of Doyle used to supply the town of Sitka with green peas, string-beans, and all other kinds of vegetables, which he raised on a small island in the harbor; the same were also grown in the military garden at that place. The Russians always raised their own vegetables, including cabbage. The same man, Doyle, raised small quantities of barley and wheat, as an experiment, at Kinai, which grew up rank and tall, filled well, and ripened completely. At Kodiak, and on the Aleutian Islands, the vegetables grow enormously large, though their flavor is a little coarse, and even at Northern Saint Michael, in latitude 64°, turnips and potatoes for the use of the fort are successfully raised.

But it is especially cod-fishing, the canning, smoking, and salting of salmon, lumbering, ship-building, mining, and the fur-trade that will bring people to Alaska, and will induce capitalists to invest their money in it, and if the lease should be abolished and free competition opened once more, there would soon spring up an era of enterprise and activity throughout the Territory, which would surpass that of any former epoch, and ten ships would sail for our beautiful northern empire for every one that now shapes its lonely course to its deserted coasts.

#### THE REMEDY.

And now, we ask, how long is this burning shame of leasing civilized creoles and of granting monopolies to continue, in open violation of the Constitution? How long shall this immense territory, that belongs to the people and not to President Grant, nor to the Alaska Commercial Company, be practically the property of a few wealthy individuals, and how long shall we be obliged to bow our heads with shame before the more liberal nations of Europe, that have abolished slavery, monopolies, and royalties of trade?

The history of the wrongs of Alaska, which the foregoing pages contain, and which we submit to the public, although it is necessarily brief and incomplete, is a true and just statement of these events. It has not been written with a view of injuring personally the members of the Alaska Commercial Company, but simply to expose the unconstitutionality and the injustice of the Alaska business; and as said company is so deeply implicated in it, and has been the direct cause of all this wrong and misrule, we had to strike at it with all our might.

Still, we did forbear to give many examples and statements of cases of cruelty and oppression, and condemnable actions, which would implicate personally members and employes of said company, but we will not hesitate to give them publicity if this cause demands it.

As Congress has reserved, in the bill in regard to this lease, the power to repeal the same at its pleasure, and as this lease has already been violated and fully forfeited, especially by killing more seals than are therein stipulated, (only the best skins being shipped, and the rest rejected and thrown into the sea,) we have no doubt that the first Congress of the United States to which this matter will be presented in the proper light will at last do justice to all—will abolish the lease, and adopt a plan in regard to Alaska similar to that proposed by the Chamber of Commerce of San Francisco several years ago; a plan that would make of Alaska what it was originally intended to be—a vast tributary to the wealth of our nation.

And once more, before we close, we call upon the people and the press of America, in the name of humanity, patriotism, and the public interest, to use all their influence to have a law repealed that does injustice to thousands of citizens, that has killed a large portion of the trade and enterprise of the Pacific coast, and that has delivered into bondage whole communities of civilized human beings that feel their situation deeply, and are capable of drawing up such touching petitions as we have given.

Published by order of the Anti-Monopoly Association of the Pacific Coast.

CHAS. LEEGE, *Secretary*.

Communications must be addressed to P. O. box No. 213.

FAIRHAVEN, *October 11, 1875.*

SIR: I have the honor to submit the following report on the condition of the seals and general affairs of the seal-islands since my last report, dated May 12, 1875:

The first seals were seen in the vicinity of the island on their return, April 5, and the usual precautions taken to insure their not being disturbed. They came with their usual regularity and order, the full-grown males landing on the breeding-grounds and the young males passing these to the hauling-grounds. Enough of these had arrived to make a drive and kill for fresh food for the natives for the first time May 7, and only one more drive was made for this purpose before the first of June, the time at which the Alaska Commercial Company commenced taking the seals for their skins, after which the natives subsist on the carcasses of the seals killed for this purpose.

There was on hand in the salt-houses June 1, of the skins of animals killed for food for natives from July 17, 1874, to May 31, 1875, inclusive, five thousand and sixty-three (5,063) prime skins, to be counted as a part of the quota of 1875. The Alaska Commercial Company commenced taking seals for their skins June 1, and continued up to July 22, taking in all eighty-four thousand nine hundred and thirty-three (84,933) seals, from which eighty-four thousand eight hundred and sixty (84,860) prime skins were salted. These, when added to the skins on hand June 1, as stated above, made a total of skins on hand eighty-nine thousand nine hundred and twenty-three, (89,923.)

This was all the Alaska Commercial Company desired to take for the quota of 1875, as it has been their invariable rule to ship a little short of the full quota, and make up the deficiency after the count at the islands has been verified by the official count of the customs officers in San Francisco from the skins of animals killed for native food.

No seals are allowed to be killed on the islands except by permission of the Treasury agent in charge of the island and under the direction of the regular chiefs. When seals are killed for native food, care is taken as far as possible to take only such seals as their skins will be of prime value. These skins are all taken to the salt-houses, where the agent of the Alaska Commercial Company examines and accepts all that are of prime value, and they are salted as a part of the quota of the following year. Those rejected are thrown away as worthless. This waste is usually very small, except during the time from August 15 to October 15, when the seals are shedding their over-hair and the skins are of no value. An account is kept in the record-book in the Treasury agent's office of all seals killed, and for what purpose, and of all skins, and what disposition is made of them. All skins accepted at the salt-houses are counted in at the salting, and again on their delivery for shipment by the Treasury agent, and there is always a slight difference, but the counting on their delivery is taken on the official count, as that is direct, while the count of salting extends over the operations of the whole year.

Appended is a series of tables showing the number of seals killed, prime skins salted, and those stagey or of no value.

The information of the Alaska Commercial Company's leasing the right to take seals was first made known at the islands October 9, 1870, too late for sealing that year, and the skins of seals taken for native food from July 10 to December 30 were shipped May 19, 1871, amounting in all to three thousand seven hundred and forty-eight, (3,748.)

*Fur-seals killed on Saint Paul's Island during the year 1871.*

	Seals killed.	Prime skins salted.	Skins damaged.
May 16 to 28, for native food .....	432	418	14
June and July, by Alaska Commercial Company, for their skins .....	45,008	44,674	334
August 11 to September 30, for native food .....	1,349	882	467
October 2 to 31, by Alaska Commercial Company, for their skins .....	29,760	29,591	169
Quota full .....	76,549	75,565	984
November 7 to December 19, for native food .....	1,376	1,352	24
Total number of seals killed .....	77,925		

During the winter of 1871 and 1872, S. N. Buynitsky was in charge of the island, and the number of young seals was not recorded.

*Seal-skins shipped for the year 1871.*

Per certificate dated August 11 ..... 41,080

*Fur-seals killed on Saint Paul's Island during the season of 1872.*

	Seals killed.	Skins salted	Rejected.
May 11 to 31, for native food .....	687	687	.....
June 1 to July 31, by Alaska Commercial Company, for their skins .....	69,879	69,576	306
August 1 to December 6, for native food .....	6,083	4,678	1,345
	76,492	74,941	1,551
Young seals killed for winter food .....	5,121		
Total number of seals killed for all purposes .....	81,613		

*Fur-seal skins shipped in 1872.*

May 9, of the quota of 1871 ..... 33,806  
 August 2, of the quota of 1872 ..... 21,040  
 September 9, of the quota of 1872 ..... 49,551  
 104,357

*Fur-seals killed on Saint Paul's Island during the season of 1873.*

	Seals killed.	Skins salted.	Rejected.
May 23, for native food .....	297	284	13
June 1 to July 24, by Alaska Commercial Company .....	74,397	73,884	513
August 4 to December 30, for native food .....	1,793	914	879
	76,487	75,082	1,405
Pups for winter food .....	5,489		
Total number of seals killed for the year .....	81,976		

June 2, of the quota of 1872 ..... 3,906  
 July 14, of the quota of 1873 ..... 32,076  
 August 8, of the quota of 1873 ..... 5,900  
 August 9, of the quota of 1873 ..... 37,804

78,886



*Fur-seals killed on Saint Paul's Island for the year 1874.*

	Seals killed.	Skins salted.	Rejected.
From April 27 to May 30, for native food .....	1, 979	1, 270	9
By the Alaska Commercial Company from June 2 to July 17.....	87, 923	87, 902	121
Quota full .....	89, 902	89, 072	139
Seals killed for native food from July 23 to December 31.....	3, 585	2, 950	635
Pups killed for winter food .....	92, 787	91, 031	756
Total seals killed, 1874.....	97, 684		
May 14, of seals killed for food from July 22 to December 31, 1873.....			916
July 10, 1873 .....			40, 000
August 7, 1873 .....			49, 222
			90, 136

This year the deficiency in the quota by the count of customs-officers is not reported for correction.

*Fur-seals killed on Saint Paul's Island for the year 1875.*

	Seals killed.	Seals salted.	Rejected.
Skins of seals killed for native food from July 17 to December 31, 1874, brought forward .....		3, 223	
Seals taken for native food from February 10 to May 31.....	1, 850	1, 840	10
By Alaska Commercial Company from June 1 to July 23 .....	84, 933	84, 890	73
Quota full .....	86, 783	86, 933	15
May 28, of skins left over from 1874.....			3, 537
July 8, catch of 1875 .....			39, 036
August 7, catch of 1875 .....			46, 974
			89, 547

It will be seen by reference to the foregoing tables that there have been killed annually on Saint Paul's Island five thousand seal-pups or young seals, four months old, nominally for winter-food. I can find no precedent for this previous to the transfer of the island to the United States, only that the former Russian Fur Company allowed as an extra indulgence to the natives, after the close of the season's sealing, to take five hundred of these young seals for feasting. This, under the clause in the act providing for the lease, that allows the killing of young seals for winter-food, has been construed to mean these young pups instead of half-grown seals taken for food at other times. The skins of these pups are of no value as a part of the quota, and these seals only yield eight pounds each of eatable flesh, and are nearly all immediately eaten up as a luxury, and the same number of half-grown seals required for salting for winter-use as before, it seems a great waste. I have, therefore, limited the number to be taken on Saint Paul's Island to three thousand, providing, however, that as a substitute there shall be killed a sufficient number of larger seals whose skins may be salted as a part of the annual quota.

In my opinion this ought not to be allowed ; or if so, the number limited to five hundred on Saint Paul's and two hundred and fifty on Saint George.

The rule governing the taking of these seals for their skins is to take only such surplus males as are not required for breeding purposes, reserving all the females to be added yearly to increase the original stock. The animals being polygamous in their habits, one male being considered the equivalent to ten or more females, for breeding purposes, the sexes being produced in equal proportions, always leaves a surplus of males to be taken without loss or decrease in the yearly product. What the number of this surplus was could only be determined by a careful observation of their habits and necessities, covering five or six years, or the time it takes for the animal to mature.

At time of writing my detailed report on the habits of these animals, dated November 30, 1869, it was stated to be one hundred thousand. This number was based on the best information obtainable at that time from the natives of the island and the few employés of the former Russian Fur Company remaining in the Territory. Since then a residence of seven successive seasons on the island, in charge of these animals, has furnished me with the desired opportunity for determining this surplus product by actual study of their habits and requirements, and the result is, the killing of one hundred thousand per annum does not leave a sufficient number of males to mature for the wants of the increase in the number of females. And, as it is desirable to state some of the methods by which these conclusions have been reached by me, a brief statement of the habits of these animals and the effect of the killing of one hundred thousand per year for the past five years seems necessary.

The seals return to the islands in spring, in the same order and at nearly the same date in point of time, the males always arriving first. Those full-grown, or seven or more years old, land on the breeding-grounds and occupy them to the entire exclusion of all the younger ones, who are obliged to seek resting-places elsewhere. They select for their breeding-grounds the rocky slopes of the projecting points and headlands, each occupying as much space as he can defend from intrusion, for the use of his anticipated family. These, for sake of distinction, are called "beach-masters." When these grounds are fully occupied, the remainder of the full-grown males fight their way to the rear of these breeding-places, and lie in wait for opportunities to rush down and forcibly occupy any vacancies that occur among the "beach-masters." These are called "reserves." When I first examined these grounds in 1869, none of these breeding-grounds occupied continuous shore-lines of more than a quarter of a mile without spaces between them, where the younger seals passed to the uplands and laid down in groups by themselves, but in 1871 and 1872, the increase in the number of females so crowded the families that these spaces were entirely filled by the breeding-seals, and the seals less than six or seven years of age were compelled to find resting-places on the beaches at the head of the bays and coves formed by these projecting points and headlands. This removed them farther from the breeding-places and facilitated their being driven with less chance of disturbing the breeding-seals than before, when the separate groups had to be gathered in the rear of the breeding-seals and herded for driving.

The first females arrive about the middle of June, two months later than the males, who are at that time all arrived and located in their places. The females do not land until forced to do so to give birth to

their young, which generally occurs within two days, producing one at a birth each. Immediately after landing the female is appropriated by the nearest male and forcibly added to his family, where she is jealously guarded until she has borne her young and been covered for the ensuing year, which occurs in three or four days after the birth; then she is allowed to go at will, and spends the greater portion of her time in the water, returning to nurse her young when necessary, the young seal being cared for by the male. The females all arrive, have their young, and are covered by the end of July. Soon after this the males leave the breeding-ground and do not return to them again. The young seal requires to be thirty-five to forty days old before going into the water to learn to swim, and to be four months old to acquire sufficient age and strength to follow the mother at sea. Hence it is very important that there should always be a sufficient stock of breeding-males to insure the impregnation of all the females during their first heat in July, for the period of gestation being one year, if they miss the first heat and return in August or September, they have their young in the next year too late in the season to give it time to get strength for living at sea.

The young seals return to the islands the first year at the same time of the females in July, and for every additional year of age ten or fifteen days earlier, so that when they attain to puberty, at four years old, their time of arrival is the same as the old seals; that is, from the first of April to the middle of June. These on their arrival not being permitted to land on the breeding-places, join the younger seals on the beaches, where they lie quietly until the time of the females being in heat, when they leave the beaches and play along the shores of the breeding-places, proving an auxiliary force in covering the females, many of whom escape from the shore to be met by these males and coupled with them in the water. These beaches occupied by the intermediate ages, from one to six years old, together with the few superannuated ones whose age unfits them to cope with the beach-masters, are called, to distinguish them from the breeding-places, the hauling-grounds. It is from this class on these hauling-grounds that the seals are taken for their skins. These seals, as they lie on the beaches, are surprised by the hunters, cut off from the water, and driven inland in droves to the salt houses, where they are separated into groups of sixty or seventy at a time and surrounded by the sealers with their clubs. Under the direction of the chief, the prime seals are selected and killed, and those too young or too old are allowed to go into the water and return to the hauling-ground again.

These hauling-grounds are swept and driven two or three times a week during the months of June and July, and the prime seals culled out for killing, and every seal growing up has to run this gauntlet for his life his second, third, and fourth year before he escapes to grow up as a breeding-bull. Thus it will be seen the method of killing does not admit of the setting apart of a special number and taking the remainder for the quota for market, and the only possible way to preserve the requisite number for breeding purposes is to restrict the number to be killed so far within the product as to insure enough escaping for this object.

When the lease was put in practical operation in 1871, there was a very large excess of breeding-males on hand; since then this surplus has been diminished by the dying out of the old seals faster than there has been younger seals allowed to escape and grow up to fill their places,

until the present stock is insufficient to meet the necessities of the increasing number of breeding females.

The beach-masters leave the island in August and September, and the females with their young from October to January, and do not return until the following July. Of their life while absent from the island we have no definite knowledge. They are frequently reported as being seen by coasting-vessels on the coast of British Columbia and Eastern Alaska during the months of December, January, February, and March, and a few skins are taken by the Indians of that coast, but are not known to land and haul up on the shores anywhere. The most probable conjecture is that they remain near shoals and banks where fish and food abound during the winter-months, and gather the necessary stores of fat and blubber to sustain them through the summer-months. From the birth to the time of the seals leaving the islands at four months old, the loss by death is comparatively small, but during the time they are absent from the island, from December to July, it is very large, only about forty per centum returning at one year old, and this loss is still considerable; the second year after this they appear to be able to protect themselves, or rather avoid their enemies. What all their enemies are is not fully known. In the month of September, about the time the young seals begin to go into the water, a species of small whale, called the "killer," make their appearance in the winter off the island, in shoals of from five to ten, and are seen near the shores apparently choosing the seals who manifest great fear of them. Three instances have occurred where these killers have got into shoal water, and they have been taken and young seals found in their stomachs. These whales undoubtedly follow the seals to their feeding-grounds and prey upon the young seals during the winter. These large and voracious animals are sufficient to destroy the young seals in great numbers, and fully account for this immense loss.

One other cause should be stated that has directly contributed to diminishing the present stock of breeding-males. During the season of 1868, before the enactment of the prohibitory law, the several parties sealing there took 240,000 seals monthly of the products of the years 1866 and 1867. These would have matured and been added to the present stock of breeding-males in the years 1872 and 1873, and to this a part of the prospective deficiency is to be attributed.

It became my duty as special agent of the Treasury Department to reside on Saint Paul's Island during the season of 1869, for the purpose of studying the habits of the fur-seals with a view to determining the practicability of preserving and deriving a revenue from these animals. At that time no opportunity was afforded of visiting the island of Saint George, to compare the number of seals breeding there with those on Saint Paul's Island, but, from the best information obtainable, it was believed to be equivalent to one-third of the latter island, and the proportion of the quota of that island was fixed at 25,000. In the year 1873 it was found that the proportion was too large, and, for reasons set forth in my report of September 30 of that year, the number of seals to be taken from Saint George was fixed at 10,000, and 15,000 added to the quota of Saint Paul's.

From the report of Assistant Treasury Agent Samuel Falconer, now in charge of that island, (copy of which is herewith transmitted,) it will be seen that since that date the breeding-seals have so increased as to warrant an increase in the quota of that island of five thousand, making it fifteen thousand:

H. Ex. 83—12

*Schedule of seals killed on Saint George Island.*

This schedule comprises the number of seals killed on this island by the Alaska Commercial Company and natives from 1870 to 1875, both included.

Year.		No.	Cut.	Rejected.	Accepted.	Total.
1870	Seals killed by company .....	7,250			7,250	
	Seals killed by general agent .....	1,500				
	Pups for food .....	1,290				
						9,550
1871	Seals killed by general agent .....	19,027	97		19,077	
	Pups killed by natives for food .....	2,090				
						21,167
1872	Seals killed by company .....	25,064	164	64	25,000	
	Pups killed by natives for food .....	2,100				
						27,164
1873	do .....	2,191				
	Seals killed by company .....	25,072	180	72	25,000	
						27,253
1874	do .....	10,029	78	27	10,000	
	Pups killed by company for food .....	2,446				
						12,473
1875	Seals killed by company .....	10,031	63	31	10,000	
	Total for six years .....					163,096

Pups for native use are not yet taken, therefore cannot be included in this list of 1875.

SAMUEL FALCONER,

*Assistant Treasury Agent.*

Constant and careful attention has been given to the condition and changes in the different classes of seals, and the data kept for comparison from year to year, and the result, as summed up the present year in comparison with 1870, shows the present stock of breeding-females has steadily increased in a ratio of five or six per cent. per annum added to the original stock, while the stock of breeding-bulls has decreased, by loss from age and other causes, so much faster than there has been young seals grown up to replace them, that its present condition is only equal to the present demand, and the stock of half-bulls, or those to mature in the next two years, is not sufficient to meet the wants of the increase in the females. Under these circumstances, I feel it my duty to recommend that for the next two years the number of seals to be taken for their skins be limited to 85,000 per annum, to be apportioned between the two islands as follows: for Saint Paul's Island, 70,000, and for Saint George Island, 15,000.

The civil affairs of the natives have been conducted by themselves, through their chiefs of their own selection, and, with two exceptions, good order and quiet maintained. One of these occasions was while the chief was making his rounds, at 2 o'clock in the morning, to wake and send a party of men to drive seals, he came upon a party of four young men who had, during the night, been drinking quass, or native beer, and got into a drunken quarrel. While he was attempting to quiet them, one of them struck him, inflicting a severe wound over the left eye. At this others interfered and separated the combatants; and while the chief went to the surgeon to have his wound dressed, the party dispersed to their homes. The next day an investigation of the matter was had at my office; and, as the man was clearly proved in the wrong, the three chiefs, who exercise both the judicial and executive functions, decided to punish the offender by creating a lower class in the division of the seal-fund, for the purpose of punishing misdemeanors of this kind, and placing him in it, which would be equivalent to a fine of \$80. This condition was accepted by the offender, and finally ex-

cut in the regular order of settlement of the fund derived from the killing of seals and other labor done by the people as a community.

The other case was one where one of the chiefs and a party of natives had made a lot of quass, and, through fear of detection, drank it in the night, and came on the field next morning under its influence; were very careless about skinning seals. When the skins came to be salted it was found a much larger number were damaged by cutting than usual. It was necessary to call them up and give them a severe reprimand, on which they promised to do better, and the effect lasted until after the sealing was over.

Twelve additional houses had been built this year up to the time of my leaving the island, and six more were in process of erection; these would be ready for occupation by October 1; this makes in all sixty-four cottages built by the Alaska Commercial Company for the use of the natives. These have been built with special reference to the wants of the people, and they are allowed to live in them free of rent. This gives each family a separate residence, with ample accommodation, so that where, five years since, the population were crowded into mud huts half-underground, suffering from scrofula and other diseases incidental to living without chambers or ventilation, there now is a village of seventy houses with well-graded streets, and the advantages derived by the people from their improved condition are already apparent in the better health of the community.

The quantity of fish and coal provided for in the lease for gratuitous distribution have been landed on the island, and will in due time be delivered to the custody of the Treasury officers in charge, and besides this a large supply of the latter for sale for the use of the natives. The supplies of dry goods and provisions have been of good quality and ample in quantity, and sold at rates not exceeding twenty-five per cent. on the cost prices, the widows and orphan children fed and clothed at the expense of the company, and all the conditions of the lease been fulfilled in a most broad and liberal manner.

The yearly account of the natives was made up for settlement, and the annual division, July 24, is as follows:

1,930 seal-throats, $\frac{1}{2}$ .....	\$6 43
66 sea-lion throats, 15 cents .....	9 90
547 sea-lion skins, 60 cents .....	228 20
53 sea-lion small intestines, 20 cents .....	10 60
109 sea-lion large intestines, 10 cents .....	20 90
908 cut seal-skins, 20 cents .....	181 60
74,791 cut seal-skins, 40 cents .....	29,374 03
Total .....	30,374 03

This was divided among six classes, the whole containing 78 shares:

First class, 36, at 100, giving .....	\$432 07 per share.
Second class, 21, at 90, giving .....	388 88 per share.
Third class, 13, at 80, giving .....	343 64 per share.
Fourth class, 3, at 70, giving .....	302 45 per share.
Fifth class, 4, at 60, giving .....	259 24 per share.
Sixth class, 1, at 50, giving .....	216 03 per share.

At the end of the sealing season on Saint Paul the party from Saint George returned to that island, having the credit for the taking fifteen thousand seals on Saint Paul's transferred to their island.

On the return of Samuel Falconer, assistant Treasury agent, from his leave of absence in May last, he was again placed in charge of Saint George Island, and Wm. J. McIntyre remained as his assistant. On the return of the steamer for the last time, August 1, to this island, Assistant Agent Wm. J. McIntyre was ordered to Saint Paul's Island, to act

as an assistant to George Marston, assistant agent in charge of that island. This removal was rendered necessary on account of the strong feeling of dissatisfaction of the people against his, Wm. J. McIntyre's, former administration at that place; they all asking either to have him removed or to be permitted to remove themselves, as they could not live with him on the island another winter. I was not able to visit that island until my return on my way down, when the steamer stopped there for six hours, and I availed myself of it to inquire into the truth of the complaints by the party of sealers who came over here to seal in May last, as stated in my report of May 28. These charges were fully sustained by the chief and people remaining on the island, the chief giving me a written statement, in the Russian language, of the whole affair, with the desire to have it transmitted to the Secretary of the Treasury. This letter is inclosed herewith.

The chief also informed me that the copies of the regulations of the company governing their employés in their relations with the natives, together with their letters of instructions from myself that I had caused to be translated into Russian and filed with them for their use, that Mr. McIntyre took from them on his assuming charge of the island, he had returned again on Mr. Falconer's resuming the charge. There were also many individual complaints made of meddlesome interference by Mr. McIntyre in their private affairs, and of frequently disturbing their families by forcing their doors and rushing into their houses with pistols at unreasonable hours of the night, searching under their beds for beer, and frightening their wives and children, and treating them generally with a harshness they never experienced from the Russians. From my long experience of the natural timidity and docile obedience of these people under all reasonable circumstances, I am led to believe there must have been very strong provocation on his part to have made them prefer removing from the island to remaining on it with him another winter. Under these circumstances I could not have confidence in his ability or fitness to have charge of either island, and therefore ordered him to Saint Paul's Island, and assigned him for duty as assistant to Col. George Marston, assistant Treasury agent, in charge of that island.

I herewith append the letter of the chief and people of Saint George Island, and beg leave to recommend that it be referred for translation to Stephen A. Buynitzky, esq., a clerk of the Department who was detailed to assist me, as interpreter, in 1870, and who while so employed resided four months on Saint George's Island as officer in charge, and who is personally acquainted with the people signing the letter.

[Translation by S. N. Buynitzky.]

ISLAND OF SAINT GEORGE,

June 17, 1875.

SIR: We, the inhabitants of the island of Saint George, declare to you our complaint, and request that you will lay our humble petition before your President, for we feel aggrieved since last fall, November 29, 1874 by reason of the following: One of our people, the Aleut Cyprian Mercoulie, was absent on a hunting expedition at the western side, when Captain McIntyre took his son into the school-building and had him shut up. Toward the evening the boy escaped, and went to the west side to join his father. In the morning of the following day, Captain McIntyre dispatched an Aleut to tell Cyprian Mercoulie that he should come with his son on that very day. C. Mercoulie came with his son, bringing some wood for his own use. Then, Captain McIntyre grasped him from behind, and tore the overcoat which C. Mercoulie had on. Thereupon Captain McIntyre said to C. Mercoulie, "Wait here for me; I am going to kill you," and ran to fetch his pistol. Meanwhile C. Mercoulie ran away and concealed himself among the rocks. Having on but a woolen shirt and a pair of trousers, and no boots, he kept there concealed for two nights and two days. On the third day C. Mercoulie was found half dead, and conducted home by two men, walking one on each side of him. Then Captain McIntyre allowed him to remain at home for a few days. When C. Mercoulie commenced to recover, Captain McIntyre took him to his quarters and

put his hands into irons, and had him shut up in a cellar, but set his son free. Then Captain McIntyre kept C. Mercoulie in the cellar for several days, after which he set him free. Since that time Captain McIntyre gave us no peace, incessantly visited our houses, breaking doors, and, moreover, forbade us to work for the company which paid for our work. Ever since we are in expectation of being shot dead by him; and so we lived with him all winter, and we do not wish to live with him on the island any longer.

CAPT. CHARLES BRYANT:

(Signed by several citizens of the island.)

Col. George Marston, the last appointed assistant Treasury agent, arrived and reported for duty at Saint Paul's Island, June 27, and after a month's careful instruction in the special duties of his position, on my departure, August 6, he was placed in charge of that island during my absence on leave, with the following instructions:

*Copy of instructions given to Col. George Marston.*

TREASURY AGENT'S OFFICE, SAINT PAUL'S ISLAND, A. T.,

August 6, 1875.

SIR: You are hereby placed in charge of Saint Paul's Island during my absence on leave, by the Secretary of the Treasury. It will be your duty to see that the leases of the United States concerning the taking of fur-seals under the contract with the Alaska Commercial Company are observed, that the natives are protected in all their rights, and, in general, it will be your duty to perform all acts, which shall be for the welfare of the United States, and the comfort, improvement, and well-being of the natives of the island.

Your station with a book keeping a record of all transactions and occurrences that may be useful in furnishing information for guidance in the future government of the affairs of the island.

You will see that no seals are driven or killed except under the direction of the chiefs, with your permission, and in killing for food for natives you will see that, as near as may be, only such seals are killed as whose skins may be of the class to be accepted by the Alaska Commercial Company as a part of the quota of next year. And in killing young seals for winter food you will limit the number to be taken to three thousand, instead three thousand as was done last year; you will, however, have a sufficient number of larger seals killed when the weather sufficiently cold for their curing properly with salt, to insure a winter supply of food in case the weather should prove too warm during the winter for the usual supply to be kept frozen.

You will permit no person, not a native of the seal-islands, to reside on the island, other than the employees of the Government or of the Alaska Commercial Company, with a written permission of the Secretary of the Treasury; you are further instructed that if any cases come within your knowledge of the natives brewing quass or beer from sugar, or you have reason to believe such natives are indulging in such practices, you will be careful to see that it is broken up, and that supplies of sugar and other articles from which such quass or beer is made and sold to them in such limited quantities as to prevent a repetition of such practices.

By permission of the Secretary of the Treasury, a priest of the Russian orthodox church is permitted to reside on the island to minister to the spiritual wants of the people, with the understanding, however, that in all civil matters he will be subject to the laws of the United States and the regulations of the Secretary of the Treasury made in pursuance thereof.

As soon after the leaving of the steamer as convenient for yourself and the agent of the Alaska Commercial Company, you will receive forty (40) tons of coal as the proportion for this island, of the sixty cords of wood provided as a condition of the lease. You will, on receiving this coal, give to the agent of the Alaska Commercial Company a receipt therefor, and have this coal stored until, in your judgment and the chiefs of the people, its use becomes necessary, when you will cause it to be distributed to the people on the same principle and method as described on page 221 of the book of records for the island, under date December 14, 1874.

CHARLES BRYANT,

*Treasury Agent in charge Seal-Islands.*

GEORGE MARSTON, Esq

*Assistant Treasury Agent in charge Saint Paul's Island.*

I have the honor to remain, yours, respectfully,

CHARLES BRYANT,

*Treasury Agent in charge Seal-Islands.*

Hon. B. H. BRISTOW,

*Secretary of the Treasury.*



ASSISTANT TREASURY AGENT'S OFFICE,  
*Saint George, August 1, 1875.*

SIR: I have the honor to report the arrival of the Alaska Commercial Company's steamer Alexander at the island, for her last time this season.

On her way down to Ounalaska, July 10, there was shipped on board six thousand three hundred and thirty-eight (6,338) seal-skins, and to-day three thousand six hundred and sixty-two, (3,662,) as per certificates herewith inclosed, making, in all, ten thousand for this year.

On the 1st of June last the company commenced driving seals, and finished on the 17th of last month.

From the various observations taken of the seal-rookeries this season, I find that the four on the north side of the island compare favorably with that of former years, while the one at Zapadne, on the south side, has increased at least one-third over that of any year since my arrival at the island, 1870.

The young ones, from one year old up to four, have also increased one-half. Should this hold out, I am of opinion that five thousand additional could be taken without detriment to the rookeries. As regards the old bulls, there seems to be a slight falling off, which can be accounted for in a measure owing to the yearly increase of female seals.

I would here remark, for some reason or other which would seem unaccountable, the seals were about two weeks later in arriving this year.

I have nothing further of interest to communicate except the company is building a very fine church for the natives, and I think the majority of native houses, if not all, will be built this season.

I am, respectfully,

SAMUEL FALCONER,  
*Assistant Treasury Agent.*

Capt. CHAS. BRYANT,  
*Agent in charge Seal-Islands.*

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No. 141.

CUSTOM-HOUSE, SAN FRANCISCO, CAL.,  
*Collector's Office, December 8, 1875.*

SIR: I have the honor to acknowledge the receipt of your letter of October 29 last, inclosing copy of a communication from the United States military officer in command at Sitka, Alaska, relative to the introduction of breech-loading arms into Alaska, in which he recommends that said practice be again prohibited by Executive order.

You call attention to the statement therein incidentally made that large quantities of spirituous liquors are being introduced into that Territory by the Alaska Commercial Company for sale to the Indians, and request me to report fully upon that point, in regard to such shipments, if any, whether from this port or from any other place. In reply, I beg to state that as the communication charges a direct violation of the law, relative to the introduction of spirituous liquors into Alaska by the Alaska Commercial Company, and as General John F. Miller, late collector at this port, (who is a man of unswerving integrity, and held in very high esteem by the citizens of this State,) is president of said company, I deemed it but just to acquaint him with the facts, and I inclose herewith his reply for your consideration.

It seems to have been for some time past the object of certain persons in this city to direct the attention of the revenue officers to the Alaska Commercial Company, and to this end information of suspected shipments of liquors by the company to Alaska has frequently been given to this office, and every precaution has been used by the customs officers here to detect and prevent such shipments. Search of the company's vessels has been made from time to time, and their movements and shipments have been under close scrutiny for years, but never in a single

instance have our investigations and searches resulted in finding the slightest evidence of any shipment of liquor to Alaska by the company. The hostility of the president and chief officers of the company to the liquor-trade in Alaska is well known in this community, and it is, I believe, sincere. As an evidence, it is but a short time since that information was filed in this office, indirectly by the company, that a vessel was about to depart from this port with quite a large quantity of liquor concealed on board, intended to be unlawfully landed in Alaska. As the vessel had already cleared and was lying in the stream, it was too late to search the cargo; but a letter was sent to the customs officer at the port for which she cleared, giving him detailed information, and requesting him to search the vessel upon arrival, and, if circumstances warranted, make seizure of the vessel and cargo.

In this connection, I beg to state that whenever the manifest of a vessel bound for any port in Alaska, or for any port in Asia to reach which she has to pass through the waters of Alaska, shows any liquor to be on board, a bond is taken as required by regulations, and I inclose herewith an exhibit showing the shipments by such vessels and bonds taken during the last year. There is nothing, however, to hinder the master of the vessel, after he has landed the liquor in Asia, and procured the proper evidence of landing, from again shipping the liquor and proceeding with it to Alaska, and of this movement we could have no evidence unless specific information were filed by some one cognizant of the facts.

It is possible, too, that a vessel may take on board liquor at this port (which could be done in a clandestine manner) intended for Alaska, but unless the manifest showed the shipment, or some one filed information thereof, this office would have no knowledge of said shipment, because it is impracticable to search and examine every coasting-vessel clearing to ports in Alaska. This could not be done except at a great expense, and so doing would work great injustice to parties making legitimate shipments, by the injury to their goods resulting from examination.

Having sought so long to detect the Alaska Commercial Company in the practice attributed to them by the class of persons referred to, and having failed in every attempt, I am forced to the conclusion that if liquors are unlawfully shipped into Alaska from this port it is done by other parties and in the manner above described.

In view of the above, I have come to the conclusion that the prevention of the liquor-traffic into Alaska can only be accomplished by the officers there, and any scheme to that end must be put into operation in said Territory.

Inclosures returned herewith.

I am, very respectfully,

T. B. SHANNON,  
*Collector.*

Hon. B. H. BRISTOW,  
*Secretary of the Treasury.*

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OFFICE OF ALASKA COMMERCIAL COMPANY,  
No. 310 Sansome Street, San Francisco, November 18, 1875.

SIR: I have the honor to acknowledge the receipt of your letter of the 8th instant. with inclosures, and, in compliance with your request for a statement of facts and such remarks as I may deem fitting in relation to the alleged shipment of breech-loading arms and spirituous liquors into Alaska by this company, I beg to submit the following: It appears by the inclosures with your note, that Captain Campbell, command-

aut at Sitka, and Indian agent for Alaska, states, in a letter to General Howard, under date of April 19, 1875, that it has been "credibly reported to him by a former employé of the Alaska Commercial Company that large quantities of modern breech-loading rifles, and ammunition for the same, are being imported into this Territory by the above-named company for sale to Indians," and further on, after stating the difficulty of keeping "the upper-hand of the Alaskan Indians," if they should be armed with breech-loaders, he says: "The same authority who gives information concerning the arms tells me that the company's vessels bring large amounts of liquors into the country for sale to Indians, and at almost all their posts the distillation of spirits is carried on." Solely upon the authority of this nameless "former employé who credibly informs" the captain, these charges are made and forwarded, and the headquarters of the Department of the Columbia, and the headquarters of the Military Division of the Pacific and the War Department, and then the Treasury Department, and finally the Customs Department, are all in turn disturbed and put in motion to make investigation.

Had Captain Campbell been less credulous and taken the trouble to investigate these statements before making them the subject of official correspondence, he would have found that "the former employé" of the Alaska Commercial Company was an immeasurable liar, and thus he would have saved himself and his superiors some trouble.

First, as to the shipment of breech-loading arms: At the time this charge was made, April 19, 1875, the shipment for sale in Alaska of breech-loading arms and ammunition therefor, was perfectly legal and legitimate, there being neither law nor Executive order against it. It was not until the 20th day of July 1875, that the Executive order prohibiting such shipments was promulgated. Since that time this company has not shipped a breech-loading rifle or other breech-loading arm, nor ammunition for breech-loaders, to Alaska. Prior to that time, the company made shipments of breech-loading arms as specified in the tabular statement hereto attached, the total number shipped for four years being 261.

By this it will be seen that if the Army is in very great danger from breech-loaders, the fault is not with this company. It has been the settled policy and practice of this company to strictly comply with every law and Executive order relating to Alaska without question or murmur, and we do not now question the wisdom of the late prohibition against breech-loading arms; we had thought, however, that in the struggle between the wild beasts and the Indian constantly going on in Alaska, the breech-loader would give the Indian an acquired advantage; but since it appears probable from the remarks of Captain Campbell that the Army may at some future time take sides with the wild beasts, it is quite prudent to confine the Indian to flint-lock muskets and Hudson Bay guns.

Second, in respect to the shipment of liquors by the company: This story has been so often told and refuted, and again repeated and again refuted; so frequently the subject of official investigation, and always found to be false, that it has become a chronic charge, and we are no longer surprised by anything that may be said about it. Whoever states it as a fact, knows it to be untrue; and whoever repeats it aids in spreading a malicious slander. The company has never at any time made shipments of spirituous liquors nor wines of any sort to Alaska, nor sold nor given away liquors nor wine of any sort to Indians or other people. It has been the constant practice of the company to prevent the lading on board its vessels liquors of any kinds, and every one of its vessels, together with the luggage of every seaman or other person on board, has been thoroughly searched by an officer of the company in the stream just prior to departure for Alaska ports, and all liquors found have been thrown overboard into the bay. Every employé of the company is made to know that the introduction of liquors into Alaska, or the manufacture, sale, barter, or giving away of liquors in the Territory is an offense which will be followed by prompt dismissal, and that it will never be pardoned or condoned. In two or three instances, employés have been detected in possession of small parcels of liquors, and these persons have been immediately discharged and have never been employed by the company since.

The truth is, that this company has been almost the only barrier against the liquor-traffic in all that part of Alaska in which it maintains trading-posts. In 1873, in order to break up, if possible, the trade in liquors, then carried on by rival traders, whalers, and small trading-schooners in Northern Alaska, the company used its endeavors with success to have the laws prohibiting the sale of liquors in the "Indian country" extended over Alaska, and when this was done by act of Congress we requested, through the supervisor of internal revenue for California, the appointment by the Interior Department of an agent for the execution of the law in all Northern Alaska, with power of seizure and arrest for violations of the law. Frederick S. Hall was appointed such agent, and he was conveyed by the company's vessels to Saint Michael, and other places. He remained about one year on the northern coast, doing excellent service, but there being no appropriation for payment of his salary, he was recalled by the Department, and there has not been an agent of the Government charged with the execution of the prohibitory liquor-laws in that region since. The only distillery ever destroyed north of Sitka (so far as we have heard) was destroyed

near Saint Michael, by an agent of this company, by force, he having found the owner (an opposition trader) engaged in distilling spirits in a still and from material imported from the Amoor. A suit for damages against the company was threatened, but never brought. The company's agents throughout Alaska are instructed to destroy by force any distillery apparatus found in proximity to our stations, and the company assumes the responsibility of the act of destruction. The statement that, "at almost all the company's posts the distillation of spirits is carried on," is false. In all the Aleutian country the Aleuts are in the habit (much to their injury) of making from flour and sugar, by a fermenting process of their own invention, an intoxicating liquor or beer called "quass," and this they will probably continue to do until the importation of flour and sugar is prohibited. The appetite for strong drink is so strong in these people that they will drink anything containing even the smallest quantity of spirit, or anything found in a bottle.

It does not seem to have occurred to Captain Campbell and other credulous people, that there may be other agencies than this company through which spirituous liquors and the dreaded breech-loader have been or may be introduced into Alaska. It would not be difficult to find out and comprehend that many whalers fitted out at the Hawaiian Islands or elsewhere are in the habit, on the voyage down from the whaling-region, of touching and trading at ports on the coast of Alaska, always provided with articles of trade, chief among which are spirits, tobacco, and breech-loading and other arms. Also, that there are small trading-craft, some of which bring the supplies from Asiatic ports, who touch and trade without hinderance along the coast; and that in addition to these there are the known traders in Alaska, other than the company, whose names and the names of their vessels are given in the annexed statement, No. 2.

This company has never yet attempted the rôle of the informer, nor will it begin now; but we submit that the fashion of attributing every violation of law or wrong done in Alaska to the company, is becoming a little tiresome, and we suggest that it is about time that officials planted at Sitka, and who attempt to supervise from an office there the whole of Alaska, and write as if they knew the condition of affairs in a remote region they have never seen and know nothing of, should move out and investigate before repeating the tales of every vagabond who chooses to wag his lying tongue against the company. It will be well, also, to look after those who raise the hue and cry in San Francisco, and with such industry publish and circulate anonymous and libelous pamphlets and absurd newspaper articles against the company, hoping by such means to attract the whole attention of the officers of Government toward the Alaska Commercial Company, that they may pursue their peculiar business without suspicion or interruption.

This ruse has succeeded well, and seems likely to continue to succeed. Captain Campbell complains that the company has established stations on the Youkon and at various places remote from his station at Sitka. To use his own language, "the company takes good care to keep its agencies, stores, and factors as far as possible from military authority." He then proceeds to give a list of the company's stations, naming several places which do not exist, and several more at which the company never had a post, and others twice by different names, and finally exclaims, "they have spread themselves all over Northern Alaska."

He does not seem to know that the company is the successor of the Russian-American Company, and that most of these stations were established more than seventy years ago. It may be very wrong to "spread all over Northern Alaska," but we cannot help it; still, we promise not to spread any further, unless the business pays better than it does now.

To bring the company's "agencies, stores, and factors" within the circle of military authority, would involve a serious change of base, and we fear that to rally around the post of Sitka would be rather inconvenient for business. It would be easier to move the "military authority" than to move the "agencies, stores, and factors," and we think much more economical and profitable for the company. If permitted, we prefer to remain in Northern Alaska.

Despite all that has been or may be said against the policy and practice of the Alaska Commercial Company, I here assert that it has pursued its business legally, legitimately, humanely, and honorably; it has been the uncompromising foe to the liquor-traffic, for its business is carried on with a view to permanency. It has more than a million dollars invested in the Territory, and its business is not pursued in the manner of itinerant traders, who in single ventures sacrifice a future trade for a present advantage. By fair dealing with the people, (who are not easily deceived,) and certainly in the fulfillment of all promises, the company inspires a confidence not easily shaken, and the native people learn to regard it as their best friend and unflinching support. Whatever tends to disturb their relation is an evil to them.

Of the remarks contained in Captain Campbell's letter, in reference to the lease of the seal-islands, I shall take no notice, because that is a matter with which he has and can have nothing to do.

In conclusion, I have to say that the company is ready and willing at all times for full and thorough investigation by any competent authority. We challenge the most searching scrutiny into all the acts, the policy, purposes, and practices of the company, and will at all times afford most ample facilities for information regarding them to any one making official inquiry. The intervals between official investigations of the company have been exceedingly short. Perhaps with a few more the demands of justice and curiosity will be satisfied.

Thanking you for the courtesy of your note, I remain, respectfully yours,

JOHN F. MILLER,

*President Alaska Commercial Company.*

Hon. THOS. B. SHANNON,

*Collector of Customs, San Francisco.*

### No. 1.

#### *Shipments of breech-loading arms by the Alaska Commercial Company.*

Date.	Vessel	Destination.	Price.	Purchase from.
April 23, 1872	Eustace .....	Saint Michael ..	\$3	A. J. Plate Co., and Liddle & Kaeding.
June 18, 1872	H. L. Thierman ..	Kodiak .....	20	John Skinner.
Jan. 25, 1873	John Bright .....	do .....	3	A. J. Plate.
Mar. 28, 1873	Cyane .....	Ounalaska .....	3	John Skinner.
April 24, 1873	Eustace .....	Saint Michael ..	21	Do.
Aug. 15, 1873	Cyane .....	Ounalaska .....	3	A. J. Plate.
Feb. 17, 1874	Sutton .....	do .....	8	Do.
Mar. 6, 1874	W. H. Stevens ..	do .....	4	John Skinner.
April 17, 1874	Eustace .....	Saint Michael ..	53	John Skinner, and Liddle & Kaeding.
June 25, 1874	Thierman .....	Kodiak .....	10	John Skinner.
Feb. 6, 1875	General Miller ..	Ounalaska .....	4	Do.
Feb. 10, 1875	Cyane .....	Kodiak .....	19	Do.
April 14, 1875	Eustace .....	Saint Michael ..	90	John Skinner, Plate, and Liddle & Kaeding.
May 12, 1875	Cyane .....	Ounalaska .....	1	Do.
July 2, 1875	Legal-Tender ..	Kodiak .....	19	Do.
Total .....			261	

### No. 2.

#### *Names of firms and individuals trading in Alaska west of Sitka.*

Shirpsen & Co.: David Shirpsen, manager. Stations: Kodiak, Kenay, Suchitua, Afognok, Elamua, Keneck, Bilkofski, Maszomy, Onnga. They trade besides that in schooners at all other points in Alaska where trade is carried on by the Alaska Commercial Company.

J. C. Merrill & Co.: Posts at Onnga and Shonmagin Islands, and trades with brig Timandra in the Arctic and on northwest coast of Asia.

Russian-American Ice Company: Post at Kodiak, and nearest surrounding stations. J. C. Janson trades at Kushkognim and Saint Michael; the last six years also at Ounalaska.

E. Hennig at Ounalaska, Atka, Attou, Tigalda, and from vessels around the Aleutian Islands; owns the schooner William Sutton.

Haritonoff & Co., at Kodiak, Cook's Inlet, Bilkofski, and Maszomy; owns a small schooner, name not known.

Ben Levi, at Cook's Inlet.

John Wilson, at Cook's Inlet.

There are about a dozen small traders in various parts of Alaska, principally Youkon district and Cook's Inlet, who are supplied with trading-goods by those parties owning vessels, and occasionally import goods by fishing-vessels.

The Arctic is visited every year by a number of whalers and trading-vessels (some foreign) for the purpose of trading for furs and whalebone with the Indians.

Vessels fitting for codfishing invariably do some trading with the natives of the Aleutian Islands.

I hereby certify, that between the 1st day of May, 1873, and the 29th day of November, 1875, bonds were taken at my desk that no part of the following merchandise should be landed in the Territory of Alaska, and the following are all the bonds taken within said dates for such purpose:

Date of bond.	Vessel.	Barrels or cases.	Gallons and merchandise.
May 7, 1873	Schooner Urania.....	1 barrel.....	42 gallons whisky.
May 7, 1873	do.....	$\frac{1}{2}$ barrel.....	30 gallons alcohol.
May 7, 1873	do.....	2 cases.....	3 dozen bottles claret.
Mar. 17, 1874	Brig Timandra.....	3 barrels.....	135 gallons whisky.
Mar. 17, 1874	do.....	15 cases.....	150 gallons whisky.
Mar. 9, 1875	Schooner Banner.....	4 barrels.....	— gallons whisky.
Mar. 10, 1875	Brig Timandra.....	1 barrel.....	41 gallons whisky.
Mar. 10, 1875	do.....	2 barrels.....	82 $\frac{1}{2}$ gallons whisky.
Mar. 10, 1875	do.....	11 barrels.....	500 gallons alcohol.

W. FORD THOMAS,  
*Bond and Recording Clerk.*

### No. 142.

*Report (printed) of Special Agent H. W. Elliott, dated November 16, 1874, made to the Secretary of the Treasury, upon the condition of affairs in the Territory of Alaska.*

[NOTE BY PRINTER.—This report is printed from the original stereotype-plates, and will be found following No. 143.]

### No. 143.

SIR: On the 14th day of May, 1875, I had the honor to receive from you the following communication, viz:

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,  
*Washington, May 13, 1875.*

SIR: You are instructed to proceed, at the earliest possible date, to San Francisco, for the purpose of gathering all available statistics of the trade of that port with China, Japan, and South American countries. It will be useful to ascertain the usual mode of putting up packages in which tea and opium are brought to the port of San Francisco. You will also look carefully into the South American trade, and furnish this Department a more detailed statistical account of the products imported. It is further desirable to ascertain an exact statistical return of the foreign fur-seals killed on Copper Island, and their proportion to the seals killed by the Alaska Commercial Company. You will, at the same time, collect the correct statistics of the number of seals killed by the Alaska Commercial Company, during the period of their contract, which have passed through the San Francisco custom-house, the number of gallons of oil that has been returned by the company, and any further statistical and useful information with regard to these fisheries that you may deem necessary.

You may ask such information as you desire on any or all of these points from the collector of the port of San Francisco, from the officials of the Government of all classes, and from the contractors of the Alaska Commercial Company, who will doubtless be glad to aid your inquiries in every respect, and for the purpose of these inquiries this letter will be to them a sufficient authority.

The statistics and information thus collected you are requested to hand to this Department upon your return from the Pacific coast.

Very respectfully

B. H. BRISTOW,  
*Secretary*

J. S. MOORE, Esq.,  
*New York.*

In pursuance of these instructions I proceeded to San Francisco, in which city I arrived on the 9th of June.

I presented myself to Hon. Thomas Shannon, collector of the port of San Francisco, to obtain such assistance necessary to my inquiries as the nature of my investigations demanded.

The collector very promptly and courteously gave me the utmost facilities that his department afforded. Indeed, nothing can surpass the readiness and urbanity of the custom-house officials of the port of San Francisco, from the collector, chief appraiser, and auditor, to the employés, in aiding any inquiry that comes from the Treasury Department.

As far as regards the first portion of your instructions to inquire into the China, Japan, and South American trade, I have verbally communicated partly the result, and will, in a separate report, give a more detailed account of my investigations.

But as the principal object of my visit to San Francisco was a thorough examination of the carrying out of the contract of the Alaska Commercial Company with the Treasury Department in the lease of the islands of Saint Paul and Saint George, the killing of the proscribed number of fur-seals, and in fact anything bearing on this important contract, I shall now endeavor to give the result of my investigations.

On the 11th of June I first presented myself to the vice-president of the Alaska Commercial Company. (The president, General Miller, being at the time temporarily absent.)

In making known my request and showing the authority of the Treasury Department, the vice-president of the company immediately stated his willingness, on his own part and on behalf of the company, to furnish all the information I desired, and although I had no legal authority to demand it, yet of their own accord and with much frankness the officials of this corporation placed their books, papers, letters, accounts of sales, and available documents voluntarily at my disposal.

And if in my investigation I have neglected anything, the fault must be entirely my own, as the highest authority from Congress could not have elicited greater access to books and papers and personal information than was given me by the officials of the Alaska Commercial Company.

The Russian lease of the Behring, Copper, and Robbin Islands to Hutchinson, Kohl, Philipens & Co. As instructed by your letter I collected information as to the number of seals killed in the Russian-Asiatic islands, their proportion to the numbers killed on Saint Paul and Saint George, and other useful data and statistics. I will first give a full statement on this important subject before I report the investigation of the Treasury lease of the islands of Saint Paul and Saint George to the Alaska Commercial Company.

The Russian Empire has in its Asiatic possessions several islands on which the fur-seals annually make their breeding-station. These are known on the map as Behring, Copper, and Robbin Islands.

These islands were leased to Messrs. Hutchinson, Kohl & Company by the Russian government for a period of twenty years from the year 1871 at an annual rent of 5,000 rubles, and two rubles to the government and also 50 kopecks silver to the natives for each fur-seal skin taken, on condition that no less than 1,000 fur-seals should be killed, but granting, as it seems, perfect freedom to kill as many more fur-seals over and above the stipulated 1,000 as the contractors and governor of the islands may agree upon—the reverse of the order of our own lease of Saint Paul

and Saint George, which prohibits the killing of more than 100,000 fur-seals annually.

The other stipulations of the contract, a copy of which will be found in Appendix A, are almost identical with our own contract with the Alaska Commercial Company.

Hutchinson, Kohl & Company are also interested in the Alaska Commercial Company, and the latter in the former, with the exception of the Russian partner, Philipens. But the accounts of these joint interests are kept strictly distinct, a fact of which I have convinced myself by examining the books and ledgers, and which are corroborated by the separate shipments and distinct separate accounts of sales of Lampson & Co., in London, where both the whole catch of fur-seals of our own islands and those of the Asiatic islands are annually sold.

My first investigation, therefore, was to satisfy myself that no equivocal amalgamation has taken place between the fur-seals taken in the Russian islands and our own, or *vice versa*.

In order to test the integrity of this trade I found that all the Russian fur-seals from the islands of Copper, Behring, and Robbin are sent first to Peterpoulski, a port of Kamschatka. There they are counted by a Russian official, and a tax of two rubles, silver, is collected on each skin. From thence the skins are shipped by two vessels, the John Bright and the Olga, direct, without touching anywhere, to San Francisco. The test I submitted these shipments to was as follows, viz :

First. I compared the custom-house clearance of Peterpoulski and the entry in San Francisco with the company's books. These I have found from 1871 to 1874 (the latest period of the investigation) quite correct. Second. I compared the number of skins received by Messrs. Hutchinson, Kohl & Co. from the Russian islands, and the certified tax paid to the Russian government, and I found it to agree to within a few score of skins, which small discrepancy only the more satisfied me of its correctness, as the count in four years of some 100,000 skins thus handled by rude hands will naturally differ some.

But the still greater test was the account of sales from Lampson & Co., in London, of the separate fur-seals, and which very closely (a difference of a few scores of skins only) agrees with all the foregoing data. In other words, I found that the number of skins taken from the Russian islands agreed with Hutchinson, Kohl & Co.'s books, with the tax paid to the Russian government of 2 rubles per skin, and with Lampson & Co.'s account of sales rendered. It was perfectly obvious to my mind that a collusion was highly improbable, as it would be necessary to have in it not only the representatives of the Russian government but also the house of Lampson & Co., in London. Besides this, before any change of skins could take place, not only our own officials on the islands of Saint Paul and Saint George had to become a party to it, but the captains and crews of the John Bright and Olga, and sundry persons on the station where the amalgamation must needs to have taken place, had one and all to be in collusion in order to carry it out.

The following is an exact transcript from the books of Hutchinson, Kohl, Philipens & Co., of fur-seals received and shipped from Copper, Behring, and Robbin Islands, to London to Lampson & Co., and the account of sales returned by the London house, every date and figure of which I have verified from the original documents.



*Fur-skins from Copper, Behring, and Robbin Islands, shipped to London to Lampson & Co.*

Date.		Caska.	Skins.	Date.		Caska.	Skins.
1871.				1871.			
July 7		50	2, 131	Dec. 21		50	2, 125
Oct. 6		62	5, 060	1872.			
Nov. 1		124	5, 856	Feb. 15		50	4, 131
1872.						12	908
July 11	Lease and taxes paid.	127	7, 208			122	5, 845
Oct. 28	do	357	24, 168	1873.			
1873.				Jan. 12		127	7, 192
Nov. 17	do	550	30, 336	May 6		349	21, 614
1874.				June 28		8	498
Nov. 13	do	259	14, 931	1874.			
Nov. 18	do	291	16, 300	Apr. 2		550	30, 361
				1875.			
				Apr. 3		516	24, 225
						34	1, 511
					Held over in London.		4, 946
		1, 818	103, 990			1, 818	103, 933

It thus appears that the total amount of fur-seals brought from the Asiatic Islands, shipped and sold from July, 1871, to November, 1874, inclusive, was, according to the company's shipping-account, 103,990, and according to Messrs. Lampson & Co.'s account of sales, 103,953, a difference of 37 skins. The evidence I was able to collect on this Russian contract, the test I subjected it to, and the proofs I hereby append, exclude the doubt that the actual facts in every respect are now distinctly and fully stated.

#### HISTORY OF THE LEASE OF SAINT PAUL AND SAINT GEORGE.

After the acquisition of Alaska by the United States, one of the first things that engaged the attention of the Government was the preservation of the fur-bearing animals in the Territory, but chiefly the regulation of the seal-fisheries of Saint Paul and Saint George.

Many interesting accounts have been written by scientific men of the habits of this valuable fur-animal. All that is necessary to say in this report on the subject is, that there are but two islands in our possession, Saint Paul and Saint George, on which fur-seals congregate in considerable number; that their numbers in both islands is estimated at between 3,000,000 to 4,000,000, and that an indiscriminate injudicious killing of these animals would drive the seal away, or exterminate them in less than five years.

This has actually proved to be the case in the islands south of the Cape of Good Hope, and in other parts of the world. It was, therefore, wisely resolved to regulate the killing of fur-seals on these two islands by an act of Congress. It may, however, be of interest to state that during the Russian possession there existed a Russian trading-company which had a chief station in Sitka, and had the control of the fur-seal islands of Saint Paul and Saint George.

When the cession of the territory was made to the United States, this Russian Company sold out their stations and interest to the persons now composing the Alaska Commercial Company, hence the latter claimed a sort of succession of possession. But during 1867-'68 the enterprise of Americans was active in killing seals on the two islands, and the indiscriminate slaughter of the animals, during that time, was extremely injurious to the breeding of fur-seals. And there is no doubt that the act of 1870, which limits the killing to not more than 100,000 seals, prevented the extermination of these highly-prized animals.

Great confusion and continued strife had also set in in the islands between the natives and the Americans who came there to kill seals. The natives were naturally adverse to an indiscriminate slaughter of the seals, while rival adventurers came in numbers to reap the harvest which only lasts a few months annually.

Among those who claim to have had, as far back as 1867-'68, a fair footing on the islands as traders and successors of the Russian Trading Company, are the chief members of the present Alaska Commercial Company; and in 1868-'69 some agitation was made by the members of the present company to get a lease of the islands from our Government, which would preserve the fisheries and give them the sole control of them.

It was not until July, 1870, that an act of Congress was passed with regard to the lease of Saint Paul and Saint George.

It is claimed by the present Alaska Commercial Company that this act of Congress, or at least a portion of section 4, was made and worded so that they would at least be entitled to the refusal of the lease.

The following is the portion of the section in the act of July, 1870, "An act to prevent the extermination of fur-bearing animals," &c., referred to :

"SEC. 4. *And be it further enacted*, That immediately after the passage of this act the Secretary of the Treasury shall lease, for the rental mentioned in section 6 of this act, to proper and responsible parties, to the best advantage of the United States, having due regard to the interests of the Government, the native inhabitants, the parties heretofore engaged in the trade."

A contract, or rather a lease, was effected by the Secretary of the Treasury on the 3d of August, 1870, to the Alaska Commercial Company, which is herewith given in full, and is as follows :

*Copy of lease from the United States to the Alaska Commercial Company of the right to take fur-seals in Alaska. Delivered August 31, 1870.*

This indenture, in duplicate, made this third day of August, A.D. eighteen hundred and seventy, by and between William A. Richardson, Acting Secretary of the Treasury, in pursuance of an act of Congress, approved July 1, 1870, entitled "An act to prevent the extermination of fur-bearing animals in Alaska," and the Alaska Commercial Company, a corporation duly established under the laws of the State of California, acting by John F. Miller, its president and agent, in accordance with a resolution of said corporation duly adopted at a meeting of its board of trustees held January 31, 1870, witnesseth :

That the said Secretary hereby leases to the said Alaska Commercial Company, without power of transfer, for the term of twenty years from the first day of May, 1870, the right to engage in the business of taking fur-seals on the islands of Saint George and Saint Paul, within the Territory of Alaska, and to send a vessel or vessels to said islands for the skins of such seals.

And the said Alaska Commercial Company, in consideration of their right under this lease, hereby covenant and agree to pay for each year during said term, and in proportion during any part thereof, the sum of fifty-five thousand dollars into the Treasury of the United States, in accordance with the regulations of the Secretary to be made for this purpose under said act, which payment shall be secured by deposit of United States bonds to that amount, and also covenant and agree to pay annually into the Treasury of the United States, under said rules and regulations, a revenue-tax or duty of two dollars upon each fur-seal skin taken and shipped by them, in accordance with the provisions of the act aforesaid; and also the sum of sixty-two and one-half cents for each fur-seal skin taken and shipped, and fifty-five cents per gallon for each gallon of oil obtained from said seals for sale on said islands or elsewhere and sold by said company. And also covenant and agree, in accordance with said rules and regulations, to furnish, free of charge, the inhabitants of the islands of Saint Paul and Saint George, annually during said term, twenty-five thousand dried salmon, sixty cords fire-wood, a sufficient quantity of salt, and a sufficient number of barrels for preserving the necessary supply of meat.

And the said lessees also hereby covenant and agree, during the term aforesaid, to maintain a school on each island in accordance with said rules and regulations, and

suitable for the education of the natives of said islands, for a period of not less than eight months in each year.

And the said lessees further covenant and agree not to kill upon said island of Saint Paul more than seventy-five thousand fur-seals, and upon the island of Saint George not more than twenty-five thousand fur-seals per annum; not to kill any fur-seal upon the islands aforesaid in any other month except the months of June, July, September, and October of each year; not to kill such seals at any time by the use of fire-arms or other means tending to drive the seals from said islands; not to kill any female seal, or any seal less than one year old; not to kill any seal in the waters adjacent to said islands, or on the beaches, cliffs, or rocks where they haul up from the sea to remain.

And the said lessees further covenant and agree to abide by any restriction or limitation upon the right to kill seals under this lease, that the act prescribes or that the Secretary of the Treasury shall judge necessary for the preservation of such seals.

And the said lessees hereby agree that they will not in any way sell, transfer, or assign this lease, and that any transfer, sale, or assignment of the same shall be void and of no effect.

And the said lessees further covenant and agree to furnish to the several masters of the vessels employed by them certified copies of this lease to be presented to the Government revenue-officers for the time being in charge of said islands, as the authority of said lessees for the landing and taking said skins.

And the said lessees further covenant and agree that they, or their agents, shall not keep, sell, furnish, give, or dispose of any distilled spirits or spirituous liquors on either of said islands to any of the natives thereof, such person not being a physician and furnishing the same for use as medicine.

And the said lessees further covenant and agree that this lease is accepted subject to all needful rules and regulations which shall at any time or times hereafter be made by the Secretary of the Treasury for the collection and payment of the rentals herein agreed to be paid by said lessees, for the comfort, maintenance, education, and protection of the natives of said islands, and for carrying into effect all the provisions of the act aforesaid, and will abide by and conform to said rules and regulations.

And the said lessees, accepting this lease with a full knowledge of the provisions of the aforesaid act of Congress, further covenant and agree that they will fulfill all the provisions, requirements, and limitations of said act, whether herein specifically set out or not.

In witness whereof, the parties aforesaid have hereunto set their hands and seals the day and year above written.

WILLIAM A. RICHARDSON, [SEAL]  
*Acting Secretary of the Treasury.*  
 ALASKA COMMERCIAL COMPANY, [SEAL]  
 By JNO. F. MILLER, *President.*

Executed in presence of—  
 J. H. SAVILLE.

I certify that the foregoing printed copy of the lease of the United States to the Alaska Commercial Company, of the right to take fur-seals in the Territory of Alaska, has been compared with the original on file in this Department and is a true copy thereof.

J. H. SAVILLE,  
*Chief Clerk Treasury Department.*

WASHINGTON, D. C., September 3, 1870.

Now the act of Congress of July, 1870, or at least that important portion which relates to the leasing of the islands and the tax on the fur-seal skins, is comprised in section 6 of the act, and is as follows, viz:

"SEC. 6. *And be it further enacted,* That the annual rental to be reserved by said lease shall be not less than fifty thousand dollars per annum, to be secured by deposit of United States bonds to that amount, and in addition hereto a revenue-tax or duty of two dollars is hereby laid upon each fur-seal skin taken and shipped from said islands during the continuance of such lease, to be paid into the Treasury of the United States; and the Secretary of the Treasury is hereby empowered and authorized to make all needful rules and regulations for the collection and payment of the same, for the comfort, maintenance, education, and protection of the natives of said islands, and also for carrying into full effect all the provisions of this act: *Provided further,* That the Secretary of the Treasury may terminate any lease given to any person,

company, or corporation on full and satisfactory proof of the violation of any of the provisions of this act or the rules and regulations established by him."

This act differs from the lease, or rather the lease differs from the act, inasmuch as it increases the rent by \$5,000, the tax on each skin by sixty-two and one-half cents, and imposes fifty-five cents per gallon on oil taken and shipped; this latter source, viz, oil, being not even mentioned in the act of Congress. Nor is the supply of 25,000 dried salmon, sixty cords of fire-wood to the natives, salt, &c., mentioned in the act of Congress, which forms part of the lease.

The reason for all this liberality was that notwithstanding the claim of the present lessees, that they were the veritable traders heretofore engaged, Mr. Boutwell, the then Secretary of the Treasury, submitted the lease to the highest bidders, and it was in this competition that the sixty-two and one-half cents extra per skin, fifty-five cents per gallon for oil, the supply of salmon and fire-wood, and other acts favorable to the Aleuts, as seen in the lease, were secured, and the contract was made with the Alaska Commercial Company, who, in the opinion of the Secretary of the Treasury, were the most eligible parties to carry out this important lease.

This contract or lease began in August, 1870, and terminates after twenty years. After the lapse of nearly five years, during which time the lease has been in full force, you instructed me, as I have said, to gather exact and useful information, whether the lessees have in every respect honestly and faithfully performed their obligations to the Treasury Department.

First in order is to report my investigation as to the number of fur-seals killed on the two islands of Saint Paul and Saint George. I have compared the custom-house entries and the certificates of tax paid with the shipping-books of the Alaska Commercial Company. These I found differed, during a term of five active tax-paying years, and in number of 404,638 skins, by exactly 1,427 skins.

This discrepancy, however, as will be seen in the appended statement taken from the company's books, is reduced by the actual account of sales of Messrs. Lampson & Co., in London, to a discrepancy of 559 skins only, and this latter I have no doubt is correct. The significance I attach to this small discrepancy is rather favorable than otherwise, as the very difficulty of a correct count by ignorant packers, who salt, prepare, and pack the skins in casks for shipment, easily warrants a difference in the numbers, and I should have felt more suspicious had there been not a single discrepancy in five years and in a number of 403,761 skins. The next test was to compare the Alaska commercial shipping account with the return of account of sales from Messrs. Lampson & Co., in London. As the company very readily placed their books and correspondence at my disposal, I availed myself of the privilege, and with their full consent transcribed from their books an account of sales—the whole transaction of fur-seals taken, shipped, and sold—which I herewith append.

*Statement of fur-seal skins from Saint Paul and Saint George Islands.*

Tax paid.		Shipment to London as per our count.			Lampson's account sales from London.		
Date of entry in our books.	Skins.	Date of entry.	Casks.	Skins.	Date of account rendered.	Casks.	Skins.
June 12, 1871.....	3, 448	June 13, 1871.....	69	3, 450	Dec. 14, 1871.....	69	3, 450
Sept. 5, 1871.....	60, 665	Sept. 6, 1871.....	1, 232	61, 161	Feb. 15, 1872.....	711	31, 960
May 28, 1872.....	39, 176	May 29, 1872.....	681	40, 153	Aug. 23, 1872.....	521	27, 060
Oct. 16, 1872.....	61, 313	Oct. 5, 1872.....	1, 026	61, 318	Jan. 12, 1873.....	681	40, 153
Aug. 5, 1873.....	34, 756	Aug. 17, 1872.....	524	34, 761	May 6, 1873.....	939	56, 225
Aug. 14, 1873.....	3, 906	Aug. 12, 1873.....	826	41, 962	Jan. 8, 1874.....	611	39, 315
Oct. 14, 1873.....	37, 862	Sept. 8, 1873.....	1, 020	37, 213	April 8, 1874.....	1, 226	63, 511
Oct. 14, 1873.....	57, 590	Oct. 18, 1873.....	72	4, 559	Oct. 1, 1874.....	705	40, 210
June 11, 1874.....	5, 092	Nov. 17, 1873.....	11	701	Dec. 17, 1874.....	4	21
Aug. 27, 1874.....	656	July 8, 1874.....	4	256	April 3, 1875.....	1, 112	58, 400
Sept. 7, 1874.....	45, 086	Sept. 11, 1874.....	1, 844	99, 779		732	39, 340
	54, 838						
	403, 208		7, 311	404, 635		3, 311	403, 208

The first column headed "skins," represents the number of fur-seal on which the tax was paid. The second column headed "skins," represents the number shipped by the company to London. The third column headed "skins," represents the number of skins Messrs. Lampson & Co., of London, actually received and rendered account of sales for.

I am perfectly satisfied that these figures are correct, unless not only the company, but the customs officers on the islands, the officers of the ships that bring the skins, the custom officials in San Francisco, and the great house of Messrs. Lampson & Company, in London, are one and all in collusion and conspiracy to defraud the Treasury of the United States. There would, besides, be another difficulty to overcome, as it would be necessary to keep false books and false entries, while in fact nothing is so easily detected as false book-keeping.

We may therefore take it for granted that the true number of skins taken from the islands of Saint Paul and Saint George is correctly given in the last column of the foregoing statement, which is the receipt and return of account of sales of Lampson & Company.

I have, besides all these proofs, a copy of letter and specifications from the company's shipping-books to Messrs Lampson & Company, which being very voluminous will be found in Appendix B; the details of which, agreeing perfectly with the stipulated numbers, may be taken as very satisfactory proof of the correctness of the books and accounts of the company.

It is now necessary to state that the lease having been signed and delivered August 3, 1870, and that year counting for one full year in the lease, the company would have been entitled to 500,000 skins from 1870 to 1874, inclusive, while the actual seal-skins taken on which tax was paid was 403,208.

I find, however, that the number of skins sold by Messrs. Lampson & Company on account of the Alaska Commercial Company was 403,767, which, as stated, is a discrepancy of 559 skins on which no tax was paid.

It would therefore seem evident that a tax of \$2.62½ per skin, or a total of \$1,467.37, is due to the Treasury by the Alaska Commercial Company. With the adjustment of these 559 skins from which a tax is due to the Treasury, that portion of my instructions which requires me to ascertain the correctness of taxes paid on skins, and actual skins taken from the islands during 1870-'74, inclusive, will no doubt prove as satisfactory to the Department as it is to me to be able to record it.

## THE TAX ON OIL.

It is less satisfactory to state that that portion of the lease which refers to a payment of 55 cents on every gallon of oil taken from said seals for sale on said islands or elsewhere, and sold by said company, is a dead letter, and has been a dead letter from the very first.

Indeed, so clear was it made to the Department that no tax could be collected on oil, that your immediate predecessor, on the 16th of February, 1874, released the Alaska Commercial Company from all further payment of tax on fur-seal oil, which the following copy of Secretary Richardson's letter will fully explain.

TREASURY DEPARTMENT,  
*Washington, D. C., February 16, 1874.*

SIR: Referring to your letter of the 15th ultimo, relative to the taking of seal-oil on the islands of Saint Paul and Saint George, by the Alaska Commercial Company, upon which oil a tax of fifty-five cents per gallon was agreed to be paid by the lease entered into between the United States and said company, I have to say that, upon due consideration, I have decided to waive the collection of tax upon such seal-oil as may be taken by said company and shipped from said islands; such waiver to stand in full force until otherwise ordered by the Department.

I am, very respectfully,  
(Signed)

WM. A. RICHARDSON,  
*Secretary.*

H. M. HUTCHINSON, Esq.,  
*Of Alaska Commercial Company.*  
*Washington, D. C.*

This authority is, of course, so long as it is in force, sufficient to stop any investigation. I have, nevertheless, ascertained the following facts:

First, a fur-seal, when in its best condition, only gives one gallon of oil, but the average would hardly be more than half a gallon, owing to their being killed in June and July.

Second, the commercial value of fur-seal oil is almost nominal—from 30 to 35 cents per gallon.

Third, that the Alaska Commercial Company had the tax removed February 16, 1874, yet it did not pay them to render the seals killed in 1874, into oil; the fact is, the operation does not pay.

It is nevertheless to be regretted that such a perfect sham bid as 55 cents per gallon for fur-seal oil should have found a place in the lease, and have been seriously agreed upon.

The Alaska Commercial Company claim that this bid on oil was not made by them at all, but was forced upon them by competitive bidders. Be that as it may, no revenue has been collected from fur-seal oil.

The very wording on the clause makes it optional with the lessees to take, sell, and ship oil. The Treasury cannot compel them to do so.

#### SHIPPING THE FUR-SEAL SKINS FROM THE ISLANDS OF SAINT PAUL AND SAINT GEORGE TO SAN FRANCISCO.

The Alaska Commercial Company have two vessels employed in shipping stores to Alaska and the islands, and bringing the fur-seals from the islands to San Francisco. One, the *Alexander*, is a steamer, and the other, the *Cyane*, is a sailing-vessel of same capacity.

The chief *entrepôt* for stores of the company is in Annalaska, a port of delivery on that island. It is the habit of the company to store supplies in this port, and the steamer *Alexander* plys from Annalaska to the islands of Saint George and Saint Paul, carrying stores to the islands and bringing fur-seal skins to Annalaska, from which steamer a

portion are transshipped on the sailing-vessel Cyane, and the balance brought by the Alexander to San Francisco direct, without further breaking the voyage, which the ship's logs will testify to.

These transshipments are made under the supervision of the Annalaska custom-house officials. It would, nevertheless, be advisable that a Government official be detailed, to whom the authorities in Saint Paul and Saint George should deliver over the amount of seal-skins, which should remain under his care and custody during the transshipment in Annalaska, and during the voyage, until they are delivered over to the collector of the port of San Francisco.

In other words, as the Treasury clearly has a lien on the product, at \$2.62½ per skin, the goods should be treated as any other bonded goods, and never be out of the custody of the Government until the tax is paid.

This could be effected with little cost to the Treasury, be a great check, and prove satisfactory even to the lessees, who seem willing to give the authorities all the supervision that is required.

#### THE ADVISABILITY OF KILLING MORE SEALS THAN PRESCRIBED BY THE ACT OF JULY 1, 1870.

I have made some careful inquiry as to the condition and numbers of seals on the two islands of Saint Paul and Saint George. It has been stated in corroboration of Mr. Elliott's report, by very trustworthy and respectable authority, that there are at least from three million to three and a half million seals of all kinds and ages on Saint Paul, and from three hundred thousand to four hundred thousand on Saint George.

That the act of Congress prescribing the killing of only 75,000 on Saint Paul is much less than the great flock there every year warrants, while the number of 25,000 to be killed in Saint George, prescribed in the act, is rather more than a flock of from three hundred thousand to four hundred thousand should, in proportion to the vast number on Saint Paul, bear. There seems to be no doubt that more seals than prescribed by the act could conveniently, and without detriment to the animals, be killed in Saint Paul.

It is, however, my duty to report that the lessees are rather adverse to obtaining the privilege of killing more seals than the stipulated number of 100,000 now agreed to in the contract.

It seems that the 100,000 fur-seals from our own islands, together with the 30,000 obtained by them from the Asiatic islands, besides the scattering fur-seals killed in the south seas, are all the market of the world can conveniently take. In fact it is pretty evident that the very restriction of the numbers killed is about the most valuable part of the franchise of the Alaska Commercial Company, and is only another proof of the absurdity of the frequent charges made against them that they surreptitiously take from our islands twenty or thirty thousand more seals than they are entitled to take.

As these islands are now leased for a period of fifteen years longer, and a contract for increasing the number to be killed could in point of fact only be made with the present lessees, their present refusal to entertain the mere proposition makes the increased catch on the islands impracticable. The present restriction, valuable as it undoubtedly is to the lessees, will, however, have the undoubted advantage of preserving the fur-seals on the islands, which in the end may be worth much more than twenty or thirty thousand dollars more revenue per annum.

## ALTERATION IN THE LEASE IN THE NUMBERS KILLED ON EACH ISLAND.

In the original lease, dated August 3, 1870, it was agreed and stipulated that the number of fur seals to be killed in Saint Paul should not exceed 75,000, and the number in Saint George should not exceed 25,000. Experience has proved that the killing of 25,000 in Saint George would be detrimental to the number of seals on the island. Hence an appeal was made to your immediate predecessor to modify the number of seals to be killed in Saint George and transfer the killing of more seals to Saint Paul.

The modification signed by Secretary Richardson, and found in Appendix C, will explain the change. It stipulates that from and after the 25th of March, 1874, the Alaska Commercial Company shall be allowed to kill not more than 90,000 seals, instead of 75,000, in Saint Paul, and not more than 10,000 in Saint George, instead of 25,000. In other words, there are 15,000 less killed in Saint George and 15,000 more in Saint Paul. This change in the numbers of seals killed on the islands, beneficial to the preservation of the breed of seals of Saint George, is authorized by an act of Congress, approved March 24, 1874, and entitled "An act to prevent the extermination of fur-bearing animals in Alaska," approved July 1, 1870.

Whether any further modification in determining the quota to be killed on each island is necessary, should have the careful consideration of the Secretary of the Treasury, who, by the aid of experts, collecting reliable data as to the number and condition of fur-seals on each island, would be enabled to prescribe either from year to year, or once in every three years, the quantity to be killed on each island.

## IMPORTANCE AND VALUE OF THE LEASE AND ITS FRANCHISE.

There does not exist any doubt, nor indeed is it denied by the Alaska Commercial Company, that the lease of the islands of Saint Paul and Saint George is highly lucrative. The great success of this franchise is, however, owing, as far as I could ascertain, to three principal causes: First, the Alaska Commercial Company, owing to the fact that they have the sole control of the three Asiatic islands on which fur-seals are found, as well as on our own islands at Saint Paul and Saint George, virtually manage the sale of eighty per cent. of all the fur-seals killed annually in the world. Secondly, the arbitrary and somewhat eccentric law of fashion has raised the price of fur-seals in the markets of the world, during the last four years, fully 100 per cent. in value. Thirdly, time and experience have given this controlling company most valuable advantages. For instance, in the island of Saint Paul, where a reputed number of from three to three and a half million seals congregate, the comparatively small quantity only of formerly 75,000, and now 90,000 are killed. The company employ experts in selecting easily the kind that are most valuable in the market, and have no difficulty in getting 90,000 out of a flock of three to three and a half millions, which are the select of the select; and it is owing to this cause and to the care taken in avoiding cuts in the skins, as also in properly preparing them for the market, that the high prices are obtained. Indeed the fact is that a fur-seal skin selling now in London for £2.10s. or £3, is, owing to its superior quality and excellent condition, cheaper than the fur-seal which five years ago fetched 30s. sterling. The former mode of the indiscriminate killing of the fur-seals was as detrimental to the value of the skins as it was to the existence of the breed. With such a val-



uable franchise, secured by a contract that has still fifteen years to run, but which could without notice be terminated by the Secretary of the Treasury for cause; it would indeed be a suicidal policy on the part of the company to infringe on the stipulations of the contract.

#### PERIODICAL EXAMINATIONS.

It would nevertheless be in my judgment advisable, if a periodical examination of the fulfillment of the lease by the company is made.

A competent person, enjoying the confidence of the Department, should be sent to San Francisco once at least in every three years, whose duty should be to thoroughly examine the books, correspondence, account of sales, shipping-documents, entries, and tax-receipts of the company, relating to the number of seals killed, skins shipped and sold, on which tax was collected. These documents should be carefully verified, and the result reported to the Secretary of the Treasury.

The regulation I have no doubt will be found wholesome both to the Treasury and the lessees.

#### POLICY OF LEASING THE ISLANDS.

It was not signified by your letter of instructions that I should in any way investigate the wisdom or unwisdom of the policy of Congress in leasing the islands; thus, as it were, establish a powerful control in favor of a single corporation. I have nevertheless gathered the following information on this important subject:

#### OPPOSITION TO THE ALASKA COMMERCIAL COMPANY.

It is no doubt as well known to the Department as to Congress, that there exists a strong opposition to the lease of the fur-seal islands. The headquarters of the opposition is naturally in San Francisco. Having made a thorough investigation of the Alaska Commercial Company, I felt it my duty to gather all the information on the seal-fisheries from these parties who so bitterly oppose the lease. In December, 1874, a set of resolutions were printed in San Francisco, by the so-called Anti-Monopoly Association of the Pacific Coast, an association, however, that only appears to be in a primitive state widely circulated, setting forth reasons and arguments why the act of 1870 should never have been passed into law, and why it should now be repealed.

Having one of these circulars in my possession, on the 25th of June I called on one of the signers, Mr. I. Shirpsen, 105 Montgomery street, who is a furrier, and has fur stations in Alaska. Having made known my business to Mr. Shirpsen, he declared that he knew nothing positive against the Alaska Commercial Company; that he believed that the company would be foolish to endanger a highly valuable franchise for the sake of \$50,000 or even \$200,000 surreptitiously obtained; his complaint was against the act of Congress for granting a lease at all to anybody. However, he sent me to Messrs. Fuerstein & Co., California street, as persons who could give me valuable information. I found their representatives, Messrs. Roeding and Douzel, two highly respectable and intelligent merchants, who very frankly informed me that owing to some settlement with the Alaska Commercial Company, they were bound not to work against their interest. They, Messrs. Roeding and Douzel, nevertheless unofficially assured me that while they fully believed that the company would not be stupid enough to endanger the lease by infringing on its provisions, they

felt constrained to say that the act of 1870 was a mistake. Mr. Roeding said further that he was one of the Goldstone contract party, to whom the lease ought to have been awarded, and that he had no doubt that he would have carried on the trade the same as the Alaska Commercial Company, but still he would have thought the act wrong. These gentlemen further informed me that if I wanted to get at the bottom of it, they would send for Mr. Bernard Bendel, who would give me all the information I desired. Next day I saw Mr. Bendel, who professed himself the author of a recent published pamphlet against the Alaska seal monopoly. With this gentleman, and a Mr. Ennis, and an ex-priest of the Greek church, Mr. Houchoraneo, who was an editor of the Alaska Herald, I had interviews, and as these were the most outspoken opponents to the lease that I could find, I preferred to gather information from them. All my endeavors, however, to find out anything positive and reliable wherein the lessees had violated the contract, were quite fruitless. Mr. Bendel, even in the memorial, refuses seriously to charge the company with any breach of contract, and it is only fair to say that the opposition to the Alaska Commercial Company invariably vent their indignation on the act of 1870. This alone is its grievance. As my mission to San Francisco was to investigate any facts relating to the carrying out of the lease, and not the act of Congress, and as all the numerous opposing parties I met absolutely refused to charge the company under oath with any actual violation of the lease, I really felt powerless in the matter. I nevertheless herewith transmit, in Appendix D, a memorial signed by the opposition to the Alaska Commercial Company in San Francisco, and I call your attention to the fact, while this memorial condemns the act of 1870, it does not conflict with my investigations as to the fulfillment of the provisions of the lease.

#### THE NATIVES OF SAINT PAUL AND SAINT GEORGE:

The cession of the two fur-seal islands by Russia made it incumbent on the United States Government to prevent, not only the extermination of the fur-seals, but also the extermination of the natives. The two islands of Saint Paul and Saint George contained, early in 1875, the following population:

Saint Paul—males.....	110
females .....	118
Total .....	228
Saint George—males.....	57
females .....	63
Total .....	120

The total native population of the two islands, therefore, is 348. In Saint Paul there are 50 working-men out of the whole population; in Saint George, the number is said to be about 18. The women and children, no doubt, do a good deal of hard work on both islands. These natives are a mixed breed of Japanese and Russians, and have been on the islands more or less since the occupation of Alaska by the Russians. As I have not been on the islands myself, I can only give such information about them as I was able to gather from trustworthy sources. All information about the Aleuts agrees in the following: The natives are represented as exceedingly docile, exceedingly dirty in their habits, exceedingly religious, or, rather, superstitious, and exceedingly fond of

whisky. It is alleged that there is nothing valuable that an Aleut would not exchange or barter for whisky. Of this assertion there can be little doubt, if the evidence of the most respectable men who have been on the islands can be believed. Congress seems to have been aware of this fact before the act of 1870 was passed, as one of the chief features of the act is a total prohibition of the traffic in spirits on the islands.

There is no doubt on the subject, that *free trade* in seal-skins and whisky would, in less than three years, exterminate both the fur-seals and the Aleuts on the islands, and the most ardent *free-trader* has reluctantly to acknowledge that this is an instance where the benefits of free trade is an exception to the general rule, as it will be seen by the lease of the islands. Congress has especially reserved for these natives general good treatment, and any infringement on the stipulations would be a grievous breach of contract.

As all my information respecting the lease and its execution was obtained from the company's books, I was only able to judge of the social condition of the islanders by the amount of ready money they have saved during the last four years, and which is in the keeping of the Alaska Commercial Company. This statement of accounts due the natives will be found in Appendix E, which also contains the retail prices of goods sold on the islands by the company to the natives. From this it appears that in Saint Paul eighty natives are credited by the company with ..... \$34, 715 24  
and the church with ..... 7, 969 17

Total ..... 42, 681 41

In Saint George, twenty-four natives are credited with .... \$6, 623 96  
and the church with ..... 2, 006 91

Total ..... 8, 630 87

which bears interest at 8 per cent. This gives a per-capita saving of \$122.30, exclusive of the church property. These statistics are in so far interesting that they show a general state of at least *material prosperity*, judged by savings-banks' statistics. It also proves the wisdom of Congress in restricting the liquor-traffic on the islands, as there can be no doubt that all these savings would immediately be exchanged for whisky. I deemed it advisable, however, to address the following letter to the president of the company, and received the accompanying reply, which will explain themselves.

#### LETTER AND REPLY.

SAN FRANCISCO, July 14, 1875.

DEAR SIR: As I intend to lay before the Secretary of the Treasury the amounts of savings in your company's possession, belonging to the natives of Saint Paul and Saint George, I would like to have your reply to the following specific questions:

1. Are the savings deposited by the natives of Saint Paul and Saint George with your company entirely voluntary, or does your company detain part of their wages, and compel them to leave money in your hands?
2. Are the depositors allowed to withdraw their money when and as they please, or are they expected to receive their dues in goods or wares?
3. I would also feel obliged if you will inform me whether the natives of Saint Paul and Saint George are at perfect liberty to leave the islands, and the means at their disposal to accomplish it.

I remain, most respectfully,

J. S. MOORE.

THE PRESIDENT OF THE ALASKA COMMERCIAL COMPANY.

ALASKA COMMERCIAL COMPANY,  
No. 310 SANSOME STREET,  
San Francisco, July 15, 1875.

DEAR SIR: I have the honor to acknowledge the receipt of your letter of the 14th instant, and for reply to your questions, I beg to state:

1st. That the savings of the native people of Saint Paul and Saint George Islands deposited with this company are the results of the voluntary action of each individual depositor, without compulsion on the part of the company, or any of its agents or employes. The company has, however, recommended to the people the system of savings which is practiced in civilized communities, and has explained to them the character of savings-banks, and advised them that they could with perfect safety deposit their earnings with the savings-banks of San Francisco, but they have hitherto preferred to deposit with the company, it being more convenient for them. Upon all these deposits the company pays the regular rate of interest on term-deposits which rules in San Francisco.

2d. The company holds itself responsible and ready at all times to pay the depositors, on demand, the full amount of their deposits, with accrued interest, in United States gold coin. No depositor is required or expected to take goods for any part of his deposit or for interest thereon. In this connection, I beg to state that this system of savings has been instituted and fostered for the purpose of cultivating habits of economy and thrift among the native people, and in pursuance of the general policy of the company toward their civilization and enlightenment. The motive of the company in this proceeding is to benefit the people, it being no advantage whatever to the company to take these deposits and pay interest thereon, when it has ample funds of its own for all its purposes.

3d. All the people of these islands can leave of their own free will. The company has never made pretense of any power to detain any person upon the islands for any cause or purpose, and has never attempted or practiced any restraint upon the liberty of any native or other person in any manner whatever.

All natives who desire to leave the islands are allowed free passage to Unalaska on the company's vessels, which make frequent trips between that port and the islands of Saint Paul and Saint George. The opportunities for transit from Unalaska to many parts of the Territory are frequent and ample, and the natives, like all other people, go where they please.

The desire to quit the islands is by no means prevalent among the native people, for they are a happy and prosperous people, and more than satisfied to remain. Some, on account of family connections or other private reasons, have, however, availed themselves of the favor of the company, and have been carried on the company's vessels to Unalaska and other places, and some of these have again returned to the islands. No one has been refused by the company the right to quit the islands at his pleasure. The inhabitants of Saint Paul and Saint George Islands are as free in all respects as any people on the globe.

With great respect, your obedient servant,

JNO. F. MILLER,  
*President Alaska Commercial Company.*

MOORE, Esq.,  
*Agent United States Treasury Department, San Francisco.*

It remains now only for me to add, that during my somewhat protracted stay in San Francisco, I have been enabled to collect much interesting data of minor importance on all subjects relating to the fur-seal fisheries which it would be impracticable to embody in this report, but which, of course, is at your disposal. Respectfully calling your attention to the fact that my statements made are fortified with proofs and vouchers, I therefore hope that this report will be found satisfactory and useful.

Most respectfully,

J. S. MOORE.

Hon. B. H. BRISTOW,  
*Secretary of Treasury, Washington, D. C.*  
H. Ex. 83—14



# A REPORT

UPON THE

## CONDITION OF AFFAIRS

IN THE

## TERRITORY OF ALASKA.

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BY

HENRY W. ELLIOTT,

SPECIAL AGENT TREASURY DEPARTMENT.

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WASHINGTON:  
GOVERNMENT PRINTING OFFICE.  
1875.



## LETTER TO THE SECRETARY OF THE TREASURY.

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WASHINGTON, D. C., *November 16, 1874.*

SIR: In compliance with the provisions of the act of Congress approved April 22, 1874, I have the honor to submit the following report upon the condition and importance of the fur-trade in the Territory of Alaska; "the present condition of the seal-fisheries of Alaska; the haunts and habits of the seal; the preservation and extension of the fisheries as a source of revenue to the United States, with like information respecting the fur-bearing animals of Alaska generally; the statistics of the fur-trade; and the condition of the people or natives, especially those upon whom the successful prosecution of the fisheries and fur-trade is dependent :"

The first measure suggested by my investigations this season is one of reform in the present government of the Territory. It is supposed that a useless outlay of money and labor is not intended to be persisted in, when the same annual expenditure will give prompt and effective supervision over interests in that region which seem now to be sadly neglected. The present mismanagement of affairs in Alaska is not attributable to any other cause than that of the universal ignorance prevailing in the United States, at the time of the transfer, in regard to the form of government needed, and since then no one seems to have taken any intelligent or active interest in the matter. In the following report, herewith submitted, I desire to draw your attention to the statements and suggestions contained in the chapter devoted to this subject, and I trust that you may be pleased to give them your approval.

The pecuniary value of the fur-seal interests of the Government renders it highly important that the Treasury Department, now intrusted with its care and supervision, should possess definite and authoritative information as to its proper management—for its perpetuation in its original integrity, at least. I, therefore, take great pleasure in calling your attention especially to the accompanying report upon the subject, which embodies the results of three seasons' (1872, 1873, and 1874) close per-



sonal observation and research on the ground, with maps and illustrations.

In connection with the condition of the natives of the Territory, on whom the successful prosecution of the fur-trade is dependent, I have been led into a very careful study of the history and habits of the sea-otter in this country, to the successful hunting of which between four and five thousand Christian Aleutians and Kodiakers look for a means of livelihood. Since the transfer, fire-arms, formerly proscribed, have been introduced among the sea-otter hunters. This, in combination with the keenest rivalry of opposition traders, makes it only a question of a very short time ere these valuable and interesting animals are exterminated, on the existence of which so many christianized natives are totally dependent for all of the comforts, and many even of the necessities, of a semi-civilized life. The remedy for this is a very simple and effective one, and I beg leave to refer to my discussion of the subject in this report under the head of the sea-otter and its hunters.

In my report it will be seen that I have given the Yukon, Aleutian, and Sitkan sections close attention, having yet to more fully examine the Kodiak, Cook's Inlet, and Copper River districts; that I have, in connection with Lieut. Washburn Maynard, United States Navy, my associate during the past season, carefully resurveyed the area and position of the breeding-grounds of the fur-seal on the Prybilov Islands. We surveyed Saint Matthew's Island, which is contiguous and was entirely unknown and uninhabited, in order to settle the question, so frequently asked, and to which no definite reply could be given, as to whether or not it was suitable ground for fur-seals to land upon and breed, should these animals ever become dissatisfied with their present locality; and that I have compiled, from Russian and other authorities, facts and statistics as to the extent of the fur-trade in the early days of the Territory, so as to compare with the condition of this business at the present, as I get it from traders and agents in the country generally. Of necessity, I have been obliged to use my judgment in selecting and taking these figures, both from the written as well as the verbal authorities. These I submit as being very nearly correct, to the best of my knowledge and belief. The remarkable increase in the catch of fur-bearing animals since the change of ownership of the country is most striking, but in perfect harmony with the strong contrast between the indo-

lent, make-shift management of the Russian-American Fur Company in later times and that of our energetic, economical traders.

The extravagant statements which have been made in regard to the resources of this Territory, which, on the one hand, were they true, would fit it for the future reception of a highly-civilized population, while, on the other, it would be made a land of utter desolation, worthlessness, and an entire loss of seven millions of purchase-money, besides being a burden to the General Government, these announcements, so often made and reiterated throughout our country, have caused me to pay great attention to the subject, and in this report I have endeavored to give a concise description of the agricultural character of the Territory as I have seen it, which thus far might be truthfully summed up in saying that there are more acres of better land lying now as wilderness and jungle in sight on the mountain-tops of the Alleghanies from the car-windows of the Pennsylvania road than can be found in all Alaska; and when it is remembered that this land, wild, in the heart of one of our oldest and most thickly-populated States, will remain as it now is, cheap, and undisturbed for an indefinite time to come, notwithstanding its close proximity to the homes of millions of energetic and enterprising men, it is not difficult to estimate the value of the Alaskan acres, remote as they are, and barred out by a most disagreeable sea-coast climate, leaving out altogether the great West and vast agricultural regions of British America; but then, directly to the contrary, it would be wrong to hint by this statement, true as it is, that the country is worthless, for on the Seal Islands alone the Government possesses property which would not remain in the market many days unsold were it offered for seven millions, and from which the annual revenue is doubly sufficient to meet all expenditures for the proper government of the whole Territory, if the matter was correctly adjusted. Again, it should be understood that, beyond a few outcrops of Tertiary coal and small leads near Sitka of gold and silver, with reports of native copper *in situ*, nothing is known whatever of the mineral wealth of the Territory at the present writing, as far as I can learn, but which I have reason to think will develop into some value.

My opinion with reference to the fishing interests in the Territory has been almost entirely formed by the accounts of old, experienced fishermen whom I have met in the country person-

ally engaged in fishing in these waters. The value and probable yield of the cod-banks of Alaska have been greatly overrated, but it may be reasonably anticipated that the success attending the *canning* of salmon on the Columbia River will stimulate the prosecution of this industry at the mouths of all the large streams and rivers of the Territory.

In connection with my survey of affairs in the Territory, the Seal Islands in especial, I have been most fortunate in being associated with a gentleman so efficient and conscientious as Lieut. Washburn Maynard, the officer selected by the Secretary of the Navy, in compliance with the act of Congress, to accompany me on this tour of investigation, and to report independently.

It is also fitting that I should speak in flattering terms of the high character of the service rendered us this season by Capt. J. G. Baker, commanding the United States revenue-cutter *Reliance*, who carried us with all care and expedition to such points as we saw fit to designate, and which it was possible to visit in a sailing-vessel, with the time allotted.

The several subjects within the scope of my report I have arranged, and herewith respectfully present in the following order, viz :

**CHAPTER I. THE CHARACTER OF THE COUNTRY.**

**II. THE NATIVES OR PEOPLE OF ALASKA; THEIR  
CONDITION, &C.**

**III. THE DUTY OF THE GOVERNMENT IN THE TERRITORY OF ALASKA.**

**IV. TRADE IN THE TERRITORY AND THE TRADERS,  
STATIONS, &C.**

**V. THE SEA-OTTER AND ITS HUNTING.**

**VI. THE CONDITION OF AFFAIRS ON THE SEAL  
ISLANDS; PRYBILOV GROUP.**

**VII. THE HABITS OF THE FUR SEAL.**

**VIII. FISH AND FISHERIES.**

**IX. ORNITHOLOGY OF THE PRYBILOV ISLANDS.**

**APPENDIX.**

I have endeavored in the preparation of this report to be as concise as possible, perhaps so to a fault, but the enumeration of the thousand and one little things that have combined to form opinion, and indirectly influence one's judgment, can interest no one but the writer.

ALASKA.

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On the subject of Alaska, it is safe to assert that no other unexplored section of the world was ever brought into notice suddenly, about which so much has been emphatically and positively written, based entirely upon the whims and caprices of the writers, and, therefore, it will not be at all surprising if the truth in regard to the Territory does frequently come into conflict with many erroneous popular opinions respecting it.

With the hope that the results of my labor as presented in the following report will meet with your approval and support,

I have the honor to be, very respectfully, your obedient servant,

HENRY W. ELLIOTT,

*Special Agent Treasury Department.*

Hon. B. H. BRISTOW,

*Secretary of the Treasury.*



## CHAPTER I.

### THE CHARACTER OF THE COUNTRY.

#### THE TERRITORY OF ALASKA.

So much has been said *pro* and *con* as to the natural wealth and advantages of our new acquisition, the Territory of Alaska, that the widest possible divergence of opinion has arisen upon this subject; on the one hand, we hear that here is a country no more rugged or uninviting than is Sweden or Norway, where a high civilization exists, with just as much natural adaptation for the home of advancing humanity, with vast forests of the finest ship-timber, with iron, copper, coal, and possibly rich gold and silver mines, with valleys and plains upon which sheep and cattle can be bred and raised without more than ordinary care, so abundant is the grass and other vegetation; that the climate is extremely mild on the seaboard, no more damp and foggy than on the coast of Oregon, &c.; while, on the other hand, we are as gravely told that it is an area of total desolation; that it is locked up in the grasp of winter's frosts for eight or nine months in the year; that icebergs and snow fill the sea and drift in fathomless rifts; that it is bare and barren, only moss and swale grass; that even the inhabitants there drag out a miserable existence on seal-meat, oil, and like food; and that it will never become the home of white men, because there is no object in the land that will draw them there save the small fur-trading interests.

There is truth in both declarations, but no such thing as a happy medium can be struck between the two views; a fair, dispassionate statement in regard to this matter, however, at the time of the transfer of the Territory, could hardly have been made, no citizen of the United States having the means or the opportunity to form a proper judgment. The Russians did not live here as a people, but as a company of fur-traders only, with a single eye to the getting of skins; and the matter of their subsistence while so doing was comparatively of little importance; but it should be said that at all of their posts throughout the Territory they fully tested the capabilities of soil and climate for garden-products, and at many of them

gave hogs and cattle a trial, with a deep interest in the success of their experiments. The Russian American Company in retiring from the country gave us a generally correct map of the Territory, accurate figures as to the numbers and distribution of the natives; but upon other points the most vague or else conflicting data, and in this condition of knowledge we took possession of the country. Its true status, therefore, and real importance were simply unknown to our people.

Since that time, however, quite a number of adventurers, traders, miners, fishermen, and the like have had their attention and interest centered here, and the resources of the country in small sections have been keenly scrutinized with a view to what the country could or could not yield in supply of human wants.

#### THE DIVERSIFIED CHARACTER OF THE COUNTRY.

Everybody is familiar with the geographical position of Alaska, with its extended area of coast-line, stretching from a trifle south of the 55th parallel of north latitude, above Fort Simpson, on the British Columbian Territory, far to the northward and westward away into the Arctic Ocean and above the arctic circle; and, in describing the character of this vast trend of land, it should be divided into several natural districts, by reason of the local difference between them.

*The Sitkan district.*—Starting from Portland Canal and running north to Cross Sound and the head of Lynn Canal, the eye glances over a range of country made up of hundreds of islands, large and small, and a bold, mountainous coast, all everywhere rugged and abrupt in contour, and, with exception of highest summits, the hills, mountains, and valleys, the last always narrow and winding, are covered with a dense jungle of spruce and fir, cedar and shrubbery, so thick, dark, and damp, that it is traversed only by the expenditure of great physical energy, and a clear spot, either on islands or mainland, where an acre of grass might grow by itself, as it does in the little "parks" far in the interior, cannot be found. In these forest-jungles, especially on the lowlands and always by the water-courses, will be found a fair proportion of ordinary timber of the character above designated. The spruce and fir, however, are so heavily charged with resin, that they can be used for nothing but the roughest work; the cedar is, however, an excellent article. But back from the Coast Range here, on which our bound-

ary-line is dotted, springs up quite a different country again, higher everywhere from the sea-level by thousands of feet, dry, with not one-tenth part of the rain-fall, vast rolling plains or table-lands and rounded mountain-tops, over which fire has swept not many years ago, for the last time, as it has frequently done before, utterly destroying the pine-forests, leaving nothing but the blackened and bleached trunks piled upon and across one another at the sport of fierce gales; and springing up from beneath this desolation and shutting over it is a new forest of young pine and poplars, with a large number of service-berry and salal bushes interspersed. The valleys here widen out, and contain large tracts of excellent ground for cultivation, with the significant objection, however, of being subject to frosts so late in the spring as June 10, and so early in the summer as the 20th of August. This, of course, excludes the question of agricultural utility; and although the grass grows everywhere here in the valleys in the most luxuriant manner, yet cattle cannot run out through the winters, which are here bitterly cold; widely different from those a hundred miles only to the westward across the Coast Range. Here, under the powerful influence of the great Pacific, winter is never anything but wet and chilly, seldom ever giving the people a week's skating on the small lake back of Sitka. Day after day there are high winds and drizzling rains, with breaks in the leaden sky showing gleams of clear blue and sunlight; and here the agriculturist or gardener has like cause for discouragement, for nothing will ripen; whatever he plants grows and enters on its stages of decay without perfecting. It must, moreover, be remarked that there is but very little land fit even for this unsatisfactory and most unprofitable agriculture, *i. e.*, properly-drained and warm soil enough for the very hardiest cereals. There is not one acre of such tillable land to every ten thousand of the objectionable character throughout the larger portion of this area, and certainly not more than one acre to a thousand in the best regions. Grass grows in small localities or areas, wherever it is not smothered by forests and thickets, in the valleys over this whole Sitkan district; its presence, however, is not the rule, but the exception, so vigorous is the growth of shrubbery and timber; and even did it grow in large amount, the curing of hay is simply impracticable. Although the winters are mild, still there is not enough ranging-ground



to support herds of cattle throughout the year and have them within control.

*Mount Saint Elias district.*—Reaching from Cross Sound to Prince William's Sound is a second and clearly-defined region, exhibiting a bald, bare sea-front, with scarcely an island or a rock in its long stretch of over three hundred miles; little belts of spruce timber skirt the lowlands by the sea, while that which is hilly and mountainous is almost bare; grass and berries grow, however, in great abundance. It is the most cheerless, but at the same time the most interesting, portion of the Territory, not from any other point of view, however, than that of the tourist or geologist, who will find Mount Saint Elias the highest peak in North America, and the superb mountains of Fairweather and Cillon, and the country about them, covered, for miles and miles, with mighty glaciers, a field of most instructive interest. An immense mass of ice comes down into the head of Lynn Canal, which, the Indians say, originates and travels from Mount Fairweather over fifty miles away. This glacier is some eight miles wide where it faces the sea in the channel, and many hundred feet in thickness, perfectly magnificent, and should be visited, for, as yet, this region, like the most of our new Territory, has not been trodden by the foot of white man, and seldom even by the savage. Its exceptional presentation of timber, its long reaches of rounded, low, barren hills, and relative scarcity of both birds and animals, make this section about as uninviting, on economic grounds, as any in the Territory, and the paucity of Indian life within its limits speaks definitely for its poverty as to game and fish.

*Cook's Inlet district.*—I refrain from giving the reports which I received from this section, inasmuch as they are very contradictory in many leading features; though, in a general way, the ideas given me are undoubtedly correct. They represent the country similar to Kodiak, with more timber.

*The Peninsular and Kodiak Island.*—This region, lying between Iliamna Lake and the False Pass, between the head of the Peninsula of Alaska and contiguous islands, is the most valuable section of the entire Territory, possessing the most equable climate, especially so at Kodiak, growing the best garden-supplies of potatoes, turnips, &c., the only place where hay can be made, enough for a few head of stock, with anything like a certainty, from season to season; but the country comprised in this district, which forms the southern and western half of the Peninsula,

does not possess any of the above-mentioned qualifications in the same degree by any means. The island of Kodiak and the whole district is, however, rugged and mountainous, with numerous small lakes and tiny rivers or streams, up which a considerable number of salmon run every year. Timber, of spruce and fir, grows in fair quantity in the northern and eastern end of Kodiak, all the islands to the eastward, and down the Peninsula as far as Chignik Bay; it is not large, but in size for fuel, rough building, &c. Grass grows most luxuriantly, especially on Kodiak, but the area suitable for its support is limited, there being no plains or dry and accessible valleys in which to cut and cure it. There are many winters here in which cattle might be kept in small numbers without exceptional care and expense, *i. e.*, enough to afford milk and beef for a small settlement, and also sheep and hogs. Little patches of land can be found where a small garden will thrive consisting of potatoes, turnips, &c.; but reaching down to the Aleutian Islands, and over them, is a region bare entirely of timber and nearly so of shrubbery, rugged, abrupt, and extremely mountainous, the surface broken into patches set, as it were, on end; this is no country adapted for agriculture, for the prevalence of foggy, dark weather would render even the limited area that could be utilized with sunlight unserviceable for the production of fruits and vegetables. Soil there is sufficiently rich and deep, but it is too cold to mature or ripen garden-products, except in very favored localities where, as at Unalashka, a few potatoes of inferior quality, good turnips, and lettuce, are in the favorable seasons raised. The Western Islands are all essentially volcanic, with scarcely a trace of sedimentary rock to be found; consisting of high, steep ridges and peaks of porphyries and volcanic tufa, with here and there syenitic granites. The vegetation, such as it is, principally *Empetrum nigrum*, grows most rank and luxuriant on the flanks and even the summits of many of these high places, and the light, frail stems of this plant, which are of about the size of strawberry-vines, the natives gather and bring down from the hills in large bundles for fire-wood. The only shrub that lifts its head above the earth, of value as wood, is a willow, (*Salix reticulata*), which grows in scattered clumps along the little water-courses, twisted and contorted, yet of sufficient size to furnish in early days strong and serviceable frames for native skin-boats or "baidars." Scattered over the Aleutian Islands and on the Peninsula are many small lakes, some of them quite

large. The Peninsular country is more rolling and level, on the north shore especially so ; for from Port Moller on up to the head of Bristol Bay extensive flats make out from the highlands and stretch between them and the sea in width varying from ten to sixty miles.

There are a number of volcanoes in this district, such as that of Makooshin, on Ounalashka Island, Akootan and Shishaldin, on Oonimak, which, however, do not eject lava, but emit smoke, steam, and ashes, although in times past and within the memory of man large stones have been thrown out by many of them, and still earlier lava has been poured out on Oonimak in immense streams. The seared, rugged courses of the once liquid rock make traveling on that island excessively fatiguing. Akootan, on Akootan Island, and Makooshin are, perhaps, the most active, or as lively as any in the Territory to-day. There has been no disturbance on their account in the country for the last thirty years to mention, but previous to that time many severe earthquake shocks have been recorded, and the growth of a new island, *Bogaslav*, twenty miles north of Oomnak, in Bering Sea, has been witnessed by the present generation, and I think that the phenomena attending the appearance of this island far out at sea and alone must have been coincident with the whole history of the formation of the Aleutian Chain, and therefore I may be excused for giving the substance of the story as told by several of the Russian writers.

In the fall of 1796 the residents of Oonimak and Ounalashka were surprised by a series of loud reports and tremblings of the earth, followed by the appearance of a dense dark cloud, full of gas and ashes, which came down upon them from the sea to the northward, and, after a week or ten days, during which time the cloud hung steadily over them, accompanied with earthquakes and subterranean thunder, it cleared away somewhat, so that they saw distinctly to the northward a bright light burning above the sea, and, upon closer inspection in their boats, the people found that a small island, elevated about 100 feet above sea-level, had been forced up and was still in the process of elevation and enlargement, formed of lava and scoria. The volcanic action did not cease on this island until 1825, when it left above the water an oval peak, almost inaccessible, 400 to 500 feet high, and four or five miles in circumference. It was soon after this occupied by sea-lions and resorted to by sea-fowl,



which were found here in 1825, when the Russians landed for the first time, and the rocks were still warm.

In this way and recently, geologically speaking, were the Aleutian Islands formed from the Peninsula westward, including the Prybilov Group and Saint Matthew's, their appearance marking the course of a line of least resistance in the earth's crust.

*The Yukon District.*—In this division may be placed all that country above the head of Bristol Bay and north and west of the Peninsular Range of mountains as they extend far into the interior, reaching to the arctic and far beyond, an immense area of desolate sameness, almost unknown, and likely to be so for an indefinite time, the banks of the Yukon River being the only track traversed as yet by white men into the interior. This great range of country may properly be divided into two sections, the hills or timber-lands and the plains or tundra. The former seldom approach the waters of Bering or the Arctic Sea nearer than fifty or sixty miles, and generally trend some two to three hundred miles back. The general contour of the interior is a vast undulating plain, with high, rounded granitic hills and ridges scattered here and there, on the flanks of which, and by the countless lakes and water-courses, grow in tolerable abundance spruce, fir, hemlock, birch, and poplar, with a large number of hardy shrubs indigenous all the world over to these latitudes. The summers short, but warm and pleasant; the winters long, and bitterly cold and inclement.

The tundra, however, which fronts the whole coast-line of this, the most extensive section of the Territory, is, indeed, cheerless and repellant at any season; in the summer it is a great flat swale, full of bog-holes, slimy, decayed peat, innumerable lakes, shallow, stagnant, and from all places swarm mosquitoes of the most malignant type, while in winter it is a wide snow plain, over which fierce gales of wind, at zero temperature, sweep in constant succession, making travel as painful and dangerous as can be well imagined. In this season all approach to the coast is barred by a great system of shoals and banks, which extend so far out to sea that a vessel drawing 10 feet of water will be hard aground, out of sight of land, off the mouth of the Yukon.

There is a vast area of this district between the head of Cook's Inlet and the Arctic, and far back into the interior, that is entirely unknown, but as traders are extending their routes in all directions, this interior may in time be explored and noted.

*The Ounalashka District.*—Under this head may be placed the Aleutian Islands; and as Illolook or Ounalashka Village is the most important place among them, both with regard to population and trade, and the best position as a port, its name may be fitly applied to the whole region.

This great chain of rugged islands, enveloped during the greater part of the year in fogs, and swept over by frequent gales, that, in combination with the mists and currents, make it a region dreaded by the mariner, abounds in sharp hills, and hilly or bluff mountainous masses. Nearly every island—and there are many, small and large—is as it were set up on end, with small patches of bottom-land here and there, in rare intervals, at the base of the hills and mountains.

The appearance of any of these islands from a ship approaching them during the summer, on a clear sunny day—and such days are occasionally known—is most attractive: a rich, dark coat of vivid green clothes the valleys, hills, and mountains, quite to the snow-line. In these narrow defiles and bottom-land patches, the grass is most luxuriant, growing waist-high, with low, stunted willow-bushes here and there in small quantity; and it is at first not apparent, when one strolls about the country on such a day, that it is utterly worthless as an agricultural or stock-raising country. The mountains principally consist of syenitic granites and porphyries, with sharp summits and abrupt slopes, and present numerous small water-courses, with little or no valley-ground. The vegetation is rank and luxuriant, and, in favorable seasons, the grasses ripen their seeds well. Quite a variety of berries abound; for example, salmon, huckle, crow, and blue berries. The only timber is a slight willow, nowhere larger than a man's wrist, and not over 7 or 8 feet high, growing in small, scattered clumps, with stunted specimens climbing way up the hill-sides. The thick, dense carpet of crow-berry plants, into which one sinks at every step ankle-deep, covers the entire country, and makes traveling very tedious for a pedestrian. Several species of grass grow everywhere in patches, and if more sunlight were to fall upon these cold, moist places, where vegetation now springs up every year in such quantities, but of such inferior quality, hay might be cured, and it might be called a fair grazing-country; but although the islands would amply support herds of cattle and flocks of sheep during the summer-months, these animals would generally need shelter and feed for three to five months

as winter comes on, and far into the spring during late seasons, when high winds rage and keep the snow in drifts. Bailey might also be grown with a little more sunlight; and potatoes might also be matured year after year in fair quantity, and a good kitchen-garden established in the most favored sections; but perpetual fogs and mists hang like palls over the land and render it of no agricultural importance.

The summers are mild, foggy, and humid, with an average temperature of 50° Fahrenheit, with winters also mild, foggy, and humid, and an average temperature of 30°. Minimum thermometer here seldom or never falls lower than 10°; there never has been recorded four consecutive weeks of temperature lower than 3° or 5°. The weather begins to grow colder in October, and does not become milder until April. The natives here think that 12° to 15° is pleasant weather, but if it goes down to 3° or 5°, it is to them, horribly cold. There are, however, exceptional seasons. For instance, the summer of 1831, in July and August the thermometer did not rise above 35°, and evenings were not uncommon with as low a temperature as 12°.

Rain falls at all times and with all winds, but mostly in the autumn, with southeast and easterly winds, and less with southwest winds in winter.

Snow begins to fall in September, (and even in August,) and does not cease earlier than May, although it frequently melts as fast as it falls far into December. It is seen on the higher mountains all the year round. The average snow-fall is from 2 to 5 feet; the high, driving winds make the snow intensely disagreeable and impede traveling.

The cloudiness of the district is remarkable; there are not a dozen cloudless days in the whole year; about thirty to fifty fine days; and Veniaminov says, after living there ten years, "that the sun *may be seen* in a hundred to a hundred and sixty days during the year."

Thunder is seldom ever heard, and lightning never seen; although the clouds seem to constantly suggest it. Auroras are also almost unknown, and when seen are very faint.

The old Aleuts here say that in early times the snow was deeper and the cold greater than it has been for some time past, while, on the other hand, they assert that the winds are getting stronger and harsher as time rolls on with them. Veni-

amimov\* says, "In all the time of my living here there was not one day from morning to evening that was entirely without wind, or was a perfect calm." The winds blow here strong from all quarters, strongest in October, November, December, and March. The gales do not usually last more than three days at a time, but they follow in quick succession in the seasons above mentioned.

There are a multitude of little lakes of fresh water on the islands, and in nearly all of the small streams (for there are no large ones) are found brook-trout of good quality.

In view of the foregoing, what shall we say of the resources of Alaska, viewed as regards its agricultural or horticultural capabilities?

It would seem undeniable that owing to the unfavorable climatic conditions which prevail on the coast and in the interior, the gloomy fogs and dampness of the former, and the intense, protracted severity of the winters, characteristic of the latter, unfit the Territory for the proper support of any considerable civilization.

Men may, and undoubtedly will, soon live here, in comparative comfort, as they labor in mining-camps, lumber and ship-timber mills, and salmon-factories, but they will bring with them everything they want except fish and game, and when they leave the country it will be as desolate as they found it.

Can a country be permanently and prosperously settled that will not in its whole extent allow the successful growth and ripening of a single crop of corn, wheat, or potatoes, and where the most needful of any domestic animals cannot be kept by poor people?

The Russians, who have subdued a rougher country, and settled in large communities under severer conditions than have been submitted to by any body of our own people as yet, were in this Territory, after some twenty years at least of patient, *intelligent* trial, obliged to send a colony to California to raise their potatoes, grain, and beef; the history of their settlement there, and forced abandonment in 1842, is well known.

We may with pride refer to the rugged work of settlement so successfully made by our ancestors in New England, but it is idle to talk of the subjugation of Alaska as a task simply requiring a similar expenditure of persistence, energy, and ability.

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\* Zapieskie, &c., vol. 1, p. 98.

In Massachusetts\* our forefathers had a land *in which all the necessities of life, and many of the luxuries, could be produced from the soil with certainty from year to year*; in Alaska their lot would have been quite the reverse, and they could have maintained themselves there with no better success than the present inhabitants. Attention should be directed to the development of its mineral wealth, which I have reason to think will yet prove to be considerable, and effort should be made to stimulate and protect the present available industries of the fur-trade, the canning of salmon, &c.

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\* "I have seen with surprise and regret, that men whose forefathers wielded the ax in the forests of Maine, or gathered scanty crops on the hill-sides of Massachusetts, have seen fit to throw contempt and derision on the acquisition of a great territory naturally far richer than that in which they themselves originated, (!) principally on the ground that it is a 'cold' country." (W. H. Dall, *Alaska and its Resources*, p. 242, Boston, Lee & Shepard, 1870.)



## CHAPTER II.

### THE NATIVES OR PEOPLE OF ALASKA—THEIR CONDITION.

#### THEIR LIFE IN THE PAST, IN THE PRESENT, AND PROSPECTS FOR THE FUTURE.

In taking the subject of the condition of the people of Alaska into consideration, the character of the country in which they live should always be kept in mind, for the life of any people is insensibly but surely molded by the climate and land in which they are found: under favorable and genial influences of soil and climate, a rude race may be raised from barbarism, pass into civilization, and be sustained by these favoring supports.

The inhabitants of the Territory are divided into two decidedly distinct races, widely different in habits and disposition; one of these two classes consists of the Christian Aleuts, who live upon the Aleutian Islands, the Seal Islands, the Peninsula of Alaska, the adjacent Islands, and Kodiak; the Indians, occupying all the rest of the inhabited country, constitute the other. It will be seen by a Russian table which I submit in connection with this subject that quite a large number, in 1863, of the natives, outside of the district above specified, are claimed as Christians, but I cannot recognize the claim to-day; they have worn off what little Christianity they may have possessed ten years ago, and there is no Christian influence, properly speaking, in the Territory, outside of the Aleutians and the people of Kodiak; these people are naturally fitted for the reception of the principles of Christianity, or otherwise they would have remained Indians, as the others, who are savages, have done. The Russian Greek Catholic priests spared no effort in their attempts to convert the Koloshians of Sitka and those of kindred stock elsewhere in the Territory, but met with partial failure in every instance.

The fact that among all the savage races found on the north-west coast by Christian pioneers and teachers the Aleutians are the only practical converts to Christianity, goes far, in my

opinion, to set them apart as very differently constituted in mind and disposition from our aborigines, to whom, however, they are intimately allied. They adopted the Christian faith with very little opposition, readily exchanging their barbarous customs and wild superstitions for the agreeable rites of the Greek Catholic Church and its more refined myths and legends. At the time of their first discovery they were living as savages in every sense of the word, bold and hardy; but now, to all outward signs and professions of Christianity they respond as sincerely as our own church-going people.

The question as to the derivation of these people is still a mooted one among ethnologists; in all points of personal bearing, intelligence, character, as well as physical structure, they seem to form a link of perfect gradation between the Japanese and Eskimo, although their traditions and language are entirely distinct and peculiar to themselves; they, however, claim to have come first to the Aleutian Islands from a "big land to the westward," and that when they came here first they found the land uninhabited, and that they did not meet with any people until their ancestors had pushed on to the eastward as far as the Peninsular and Kodiak.

The Aleuts, as they appear to-day, have been so mixed with Russian, Koloshian, and Kamschadale blood, &c., that they present characteristics in one way or another of the various races of men from the negro up to the Caucasian. The predominant features among them are small, wide-set, dark eyes, broad and high cheek-bones, causing the jaw, which is full and square, to often appear peaked; coarse, straight black hair, small, neatly-shaped feet and hands, together with brownish-yellow complexion. The men will average in stature five feet four or five inches; the women less in proportion, although there are exceptions among them, some being over six feet in height, and others dwarfs.

The number of these people, including those of Kodiak, who resemble the Aleutians only as Christians, having no other natural or blood affinity, is about 5,000, but when first discovered by the Russians they were four and five times as many; at least 20,000 were living on the Aleutian Islands and the Peninsular in 1760; and from that time, in obedience to that natural law which causes an inferior class to succumb to its superior when brought into opposition, the Aleuts were quickly diminished in number until it became an object of care and solicitude on the

part of the Russians to save them for the prosecution of the fur-trade. In 1834 they numbered only about 4,000, Kodiak included, and therefore they have not diminished nor increased to any noteworthy degree during the last forty years. There has been a slight increase, if any, up to the present time.

When first discovered they were living in large "*yourts*" or "*oo-laga-muh*" houses partially underground, which resemble very much such a structure as our farmers put up for a root-cellar, with the difference only of having the entrance through a hole in the top, going in and out on a rude ladder or notched timber post. Some of these *yourts* were very large, as shown by the ruins to-day; one on Oonimak Island, north side, is over 500 feet in length, with corresponding width, and one at Koshegan, Ounalashka Island, the foundations still standing, shows that it was 87 yards long and 40 wide; and an old woman who was living only two years ago, remembered when her people lived there, and called it "a handsome house." In these *yourts* they lived by forties, fifties, and hundreds as a single family, with the double object of protection and warmth, where fuel was so scarce and precious.

For a full account of them as they existed when first visited by the Russian priests I can do no better than call attention to the history of their lives and condition, as published by Father Veniaminov,\* a noble missionary, and who made good use of his time in recording faithfully the custom of a people which has been entirely changed by Christianity in less than one hundred years. As an illustration, showing how exceedingly superstitious they were in these early days, I may mention that there is a small stream running into the northwest head of Beaver Bay, Ounalashka Island, forming a very pretty little waterfall, and near by it is a large mass of dark basaltic rock; the water of this creek the Aleuts never dared to drink for fear of instant death, and to the stone they paid homage, and revered it as a devil petrified.

As they are living at this time, nearly every family is in possession of a hut or "*barrabkie*," built partly underground, walled up on the sides, and roofed over with dirt and sod; a small window placed at one end, and a low door at the other, which opens into a low, dark alley, which in turn communicates with the living-room by another small door. This living-

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\* A translation is published in *Alaska and its Resources*, W. H. Dall: Lee & Shepard, 1870.

room is not large, seldom over ten feet square, and often not more than seven or eight, with a hard earthen or wooden floor; the walls are neatly boarded up and sometimes papered and embellished with pictures of church saints. In this room the Aleut spends most of his time when not hunting; shuts himself up in it with his family, builds a hot fire, lasting only a few minutes, in the little stove or Russian oven, and either drinks cup after cup of tea, or stupefies himself with "*quass*" or native beer, and lies for hours, and days even, in dull, stupid enjoyment on his pallet. I have looked into a barrabkie where there were twenty men, women, and children packed into a living-room not more than ten feet square, all drinking tea, with the perspiration rolling down in beady streams from every face. Many of these huts are damp and exceedingly filthy, while others are dry and cleanly; but the temper and disposition of the Aleuts is that of improvidence and shiftlessness, and all exist, with a few exceptions, as a matter of course, in a state of ignorance, though a great many read and write, in consequence of their relationship to the church, the services of which are recited in the Russian tongue, and as most of the subpriests, deacons, &c., are recruited from the ranks of the people themselves, (the boys only being educated for this purpose,) a large proportion of them speak and read Russian well enough for all ordinary use.

The manners and customs of these people, to-day, possess in themselves nothing of a barbarous or remarkable character, aside from that which belongs to a state of advanced semi-civilization. They are exceedingly polite and civil, not only to their trading agents, but among themselves, and visit one with another freely and pleasantly, the women being great gossips; but, on the whole, their intercourse is very quiet indeed, for the topics of conversation are few, and, judging from their silent but unconstrained meetings, they seem to have a mutual knowledge, as if by sympathy, as to what may be occupying each other's minds, rendering speech superfluous. It is only when under the influence of beer or liquor that they lose their naturally quiet and amiable disposition and fall into drunken orgies.

Having been so long under the control and influence of the Russians, they have adopted many of the customs of the latter, in giving birth-day dinners, naming their children, &c. They are great tea-drinkers, but seldom use coffee. On account

of scarcity of fuel, they use a great amount of hard bread, soda and sweet crackers, instead of buying flour and baking it.

They are remarkably attached to their church, which is well adapted to them, and no other form of religion could be better or have a firmer hold upon the sensibilities of the people. Their chastity and sobriety cannot be commended.

As parents, they are very indulgent while their children are infants or under the age of eight or nine years, but when this age is attained by their offspring they become harsh disciplinarians and task-masters, putting burdens upon young shoulders that are heavy enough for adults, always exacting implicit obedience. Though many children are born, the mothers are not successful in rearing them, for they are extremely negligent in regard to air and diet, irregular in their meals and slumbers, shiftless and unclean, and they frequently indulge in intoxication while nursing their infants. These vices cause an excessive mortality among the children. The Aleuts are dependent entirely upon themselves, except at the Seal Islands, for relief and aid in case of illness, yielding themselves to such treatment as they can get with the utmost patience and resignation. They believe generally in a mild form of Shamanism, or in the laying on of hands, which is practiced usually by old women.

The average Aleut is a bold, hardy trapper, as he must be to be successful as a sea-otter hunter, and this is the only profession or calling that his country can offer him. He is a patient, steady workman, and supplies as good manual labor as could be desired, and such as is required in the country. The Russians made sailors, navigators, carpenters, blacksmiths, store-keepers, &c., of this race; but since the transfer of the Territory there are too many of our own people of that class idle for the Aleuts to compete with, and who come directly into the country in response to any demand for such labor, so that he falls back upon the sea-otter as his sole support against a relapse into barbarism. Competition in this business he has no occasion to fear from the white man, who would never consent to spend the same amount of skill and energy for the returns which satisfy the Aleutian hunter.

It will therefore be evident that the good condition of the native hunters of this Territory is a matter of great importance to the traders who have any deep interest in the fur-trade; and it is not remarkable, in view of the clearness of the case, as above stated, that the Aleuts to-day are existing in greater comfort,

in better houses, with greater facilities for hunting, and receive better pay than they ever realized before for their skins. Of this I am confident, by personal observation of the present, and from a knowledge of the past derived from the archives of the Russian company, and the history, meager but true, of the early traders in the country. The enlightened and true business policy adopted by the agents of the Alaska Commercial Company with regard to the improvement of the condition of the hunters of the Aleutian Islands has already begun to bear its golden fruit in an immensely-increased yield of sea-otters every year. This statement is fully corroborated by a person of all men in the whole country best qualified to pass an independent and correct opinion, Father Innocent Shiesnekov, an intelligent and pious Greek Catholic priest, in charge of the Aleutians, who was born and raised on the ground, and with whom I have had several interviews bearing upon the subject of this chapter.

There is one general evil, not confined to this section of the Territory, but more injurious to the people here than elsewhere, and that is the curse of beer drinking and the disorders which arise constantly from its effects. These people have an inordinate fondness for spirituous liquors, and as this is not permitted to be made, vended, or brought into the Territory, the traders among these natives keep such a sharp lookout for whisky-schooners, that the traffic is thoroughly suppressed among the Aleutians; and the people, therefore, determined to have some means of ministering to their craving appetites for strong drink, brew a thick, sour, alcoholic beer, by fermenting sugar, hops, flour, dried apples, &c., together, in certain proportions, with water, and many of them manage to keep intoxicated and stupefied for weeks, and even months, at a time; beating their wives and children, destroying their houses, and recently, on several occasions, committing murder. This practice makes every one of the settlements at frequent intervals, and always after the return of a successful hunting-party, a scene of lamentable debauchery, which can only be stopped either by prohibiting the sale or importation of sugar into the Territory, or by empowering Government agents to inflict summary punishment for the least criminal offenses growing out of intoxication. No great severity in the punishment would be required, for it must be said, to their credit, that they are naturally a law-abiding

people, and the mere presence of an officer is, with few exceptions, enough to secure obedience.

For the present demoralization among the natives of the Territory in this respect (and it is a vital one) the Government alone is responsible. The people, during the last four or five years, have indulged in all manner of excesses while under the influence of beer, and have observed that, do what they will, from beating their wives up to cold-blooded murder, there is no authority in the land to punish them; and this knowledge tends to continue this unhappy state of affairs. This laxity is an injustice toward the orderly and more soberly-inclined portion of the communities, subjecting them to the control of the leaders of drunken revels and to an immense amount of unnecessary suffering. The sea-otter traders would gladly pay, in the form of a slight tax on the skins of that animal, more than enough to afford a liberal salary twice over for the services of some man armed with authority to suppress this demoralization and attend to other urgent matters neglected on the part of the Government.

From the Aleuts we pass to the consideration of the rest of the people (Indians) of the Territory, who, by far the most numerous, are living now as they were when first discovered, over a hundred years ago; those of the north, belonging to the Eskimo race and immediate derivatives, are quite amiable in their barbarism when compared with the Koloshes and other tribes of Indians proper in their neighborhood. Any steps that may be taken for the elevation and improvement of the condition of these Indians in the Territory of Alaska, however well intended, would be entirely abortive. If they work, and they frequently do, on the coasters as seamen, and about the sound and Victoria as laborers, wood-cutters, &c., the money necessary for a debauch or a gambling game is the incentive. The condition of any savage people is one that arouses the sympathy of benevolent minds, and for its amelioration has absorbed the best energies and resources of hundreds of brave, devoted men who have labored in our country, but the result of such labor can only be successful under certain conditions of life and mental constitution of a savage race not found in Alaska. The Russian priests energetically struggled with these Indians of Alaska, from Bering's Straits down to Queen Charlotte's Island, backed up and cordially aided by the Russian-American Company, which hoped to gain more control over the natives,

(and would have done so had the missionaries succeeded,) but the result was most unsatisfactory. A thin varnish of decency, honesty, morality, &c., was put on, but the subject had to be revarnished every day or his evil nature would continue to shine out.

From what we are led to plainly understand by the history of well-directed and persistent efforts in the past, we can only consider the present condition of the Indians of Alaska as that of savages, and beyond the power of the Government or of the church to change for the better. If they were a people living in a country favorable to exertion and were merely lazy and ignorant, then there would be hope with some assurance of success in effecting a change for the better, but the case is worse, for the obstacles are insuperable.

They are living in the manner customary with all Indians who have an abundance of fish and game, and when they suffer in any section of the Territory, as they frequently do, for want of food, it is on account of the indolence and improvidence during the seasons of plenty, for all of these people on the mainland who, at regular periods of the year, have access to a most lavish profusion of fish and the flesh of deer, are never caught by a severe winter with a full supply of provisions on hand, and exist through the long, cold spring-months most miserably, often living upon their skin-garments, offal, &c. As an instance of this improvidence, Captain Hennig, an old trader, cites the following case: At the mouth of the Koishak River, which empties into Bristol Bay between the Peninsula and the mainland, the reindeer pass by swimming in large herds across in September as they go in feeding to and from the peninsula; the natives at this season run along the bank as the deer rise from the water and spear them with great ease and in any number that fancy or want may dictate. At one time Captain Hennig counted here seven hundred deer carcasses as they lay rotting and untouched save by the removal of the hides; not a pound of meat of the thousands putrefying had been saved by the natives, who would be living perhaps in less than five months in a state of starvation.

These Indians are not steady, persistent hunters like the Aleuts; they are fickle, and have far less to gain by trade in their estimation than the Aleutians, who, on the contrary, are not satisfied with a small amount of tobacco and a few beads, which are the staple commodities with the Indians, together



with a little powder and ball. The Aleuts want good clothes; they desire to dress their women and children well; they crave tea, sugar, flour, &c., all of which are simply despised by the savage, and, consequently, a little hunting will obtain all he wants in return from the trader, and exertion beyond this, on his part, appears to him simply absurd or ridiculous.

While the sea-otter trade in Alaska, therefore, is well developed, the fur-trade on the mainland is by no means of the importance it might be made to assume were the hunting as energetically followed up as is that prosecuted by the people of Kodiak and the Aleutian Islands; the industry and energy, however, of our traders will undoubtedly add largely every succeeding year to the yield, in creating desire among the Indians, and thus stimulating exertion on their part in hunting so as to insure its gratification.

I shall not enter into a description of these Indians. Their treacherous, indolent lives have been most accurately and fully described by a score of writers; one of the earliest, that of Portlock and Dixon, in 1786, 1787, and 1788, reads as if it had been written from my own notes taken this season, so little have they changed in the main of habit and disposition. Of course, when the Russians were obliged, in 1832,\* to commence the liquor-trade with them in self-defense against American adventurers and the Hudson Bay Company, and the small-pox in 1835 swept like wild-fire through all the villages on the north-west coast, destroying nearly one-third of them, the combination of two such terrible evils, whisky and the plague, demoralized and diminished them to such an extent that they never have recovered their former strength, nor is it now probable that they will recover it.

The number of Indians now living in the Territory is, according to best authority and my judgment, between eighteen and twenty thousand. Of this number, between ten and twelve thousand belong to that district bounded on the north by Cook's Inlet and south by Fort Simpson; the remainder inhabit that stretch of country reaching from Bristol Bay to Kotzebue Sound, and back into the far interior, where there are several tribes, supposed to be quite numerous, about which very little is known even by the traders.

On this coast-line of Alaska, between Bering's Straits and

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\*This was stopped in 1842. A treaty was made between them and the Hudson Bay Company.

Fort Simpson, are found six distinct tongues through which their relations of affinity may be traced, viz: the *Aleutian*; the *Kodiak*; the *Kenai*, or *Cook's Inlet*; the *Yahkootat*, or *Mount Saint Elias country*; the *Sitkan*; and the *Kahgan*, or *Prince of Wales Island*.

The ALEUTIAN TONGUE is the language of the inhabitants of the Aleutian Islands and part of the Peninsula; it is divided into two dialects, one spoken by the Aleuts of Atka, and the other by those of Ounalashka.

The KODIAK TONGUE is the root of all the dialects spoken on the shores of Bering Sea, and still farther north and to the east; it is the tongue spoken by the *Choochkie* of the Asiatic side, and is divided into six distinct dialects, and these again subdivided, so that the Kodiak root is the language of the following tribes:

The *Malemutes*, of Kotzebue Sound, Norton Sound, Port Clarence, the Diomedes, King, Sledge, and Saint Lawrence Islands.

The *Aziagmutes*, of Saint Michael's, part of the Pastol Bay and as far north as Norton's Sound.

The *Agoolmutes*, of the mouth of the Yukon River.

The *Magmutes*, between Cape Romanzov and Cape Avinov.

The *Koskoquims*, of Koskoquim Bay and River.

The *Aglahmutes*, of the Nushagak country, and part of the Peninsula.

The *Nunivaks*, of Nunivak Island, who use a dialect almost like the pure Kodiak, which is spoken on that island.

The *Koyoukons*, of the Middle Yukon River.

The *Ingaleeks*, of the Lower Yukon River.

The *Choogaks*, between Cape Elizabeth and the mouth of Copper River, (taking all the south shore of the Kenai Peninsula and Prince William's Sound.)

The KENAI TONGUE can hardly be called of Kodiak derivation; it is divided into four dialects:

The *Kenai*, of the Gulf of Kenai, or Cook's Inlet.

The *Maidnorskis*, or people on Copper River.

The *Kolchans*, or people of the Upper Koskoquim River—quite a large tribe, estimated at six or seven thousand.

The *Kahrichpaks*, a people on the Upper Yukon. In this dialect are many words of *Kodiak* and *Yahkutat*.

The Kenai language is the most difficult of all the Indian tongues, so abounding in a profusion of harsh, guttural sounds that their own savage neighbors frequently try in vain to acquire them when it is for their interest to do so.

The **YAHKUTAT TONGUE** is spoken only by the people of Yakhutat, or that belt of coast between Lituya Bay and Copper River; it is divided into two dialects, viz :

The *Yahkutata*, from Icy Bay to Cross Sound.

The *Oogalenskies*, from mouth of Copper River to Icy Bay.

The **SITKA**, or **KOLOSH TONGUE**, is spoken by all the Indians from Lituya Bay to Prince of Wales Island, the Stickeen, and without any dialects, although there are eight or ten tribes, and they are relatively numerous.

The **KAHEGAN**, or **PRINCE OF WALES**, is spoken on that island and Queen Charlotte's, and completes the list of languages in the Territory, as far as I can intelligently compile and arrange them.

From the tables which I give at the close of this chapter, the relative population of these different tribes can be recognized, and by them it will be seen that, save where the Aleutians and Kodiakers are living, together with a number of Russian half-breeds or creoles, there are no organized or fixed settlements in the Territory; the Indians roaming at will in the mountains and over the plains during the summer, fishing and berrying principally, until the severity of approaching winter drives them back to underground houses in the north, and wooden huts and large barracoons by the sea at the south, where, reeking in filth, four and five months are passed in perfect comfort to them, provided that they have food—passed in sloth and sleep, with the exception of a small proportion of them who are marten, mink, and fox trappers. These men frequently perform an astonishing amount of labor, enduring incredible hardships, should they happen to be ambitious, but this is a very rare quality.

The two leading stations in the Territory, (excepting the Prybilov Islands,) both with regard to trade and population, are the villages of Ounalashka and Kodiak, each with an Aleut and creole population of four hundred, more than double the number occupying any other settlement, save that of Belcovskie, which has two hundred and forty-eight, with a sea-otter trade fully equal or superior to either Ounalashka or Kodiak. Then following in order of trade and population, we have the villages of Unga, of one hundred and sixty-two souls; Atka, of one hundred and thirty-one souls; Oomnak, of one hundred and nineteen souls; then comes Sitka, with a population to-day, principally Russian half-breeds, of one hundred and eighty-six,\*

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\* Not counting the troops, Government employés, or Indians.

and no trade whatever to mention, and commercially of less importance than any one of the following points, in addition to the list above, viz: Koskoquim, Nushagak, and Saint Michael's. Even should trade ever be re-established in Sitka, it would consist principally of the fur of marten, mink, and beaver, with air-dried deer-skins; but as matters now stand in the Territory, there is no future for Sitka; a change only in the supervision of the interest of the Government in that district can benefit it, or make it worth the attention of a small trader to live there. On this point I speak at length in my chapter on the duty of the Government in this respect.

The sum and substance of my investigations with reference to the condition of the people of Alaska during the past season may be given briefly as follows: That the Indians are living as usual, in nearly the same number and in the same condition as when under Russian rule, with the marked and significant exception that they have been under no restraint whatever by government for the past five years, such as they were accustomed to have imposed upon them by the old *régime*, and that this is rapidly making it troublesome and dangerous for small traders to go in among them on the northwest coast. Those in the vicinity of Sitka have become familiar with the process of distillation of whisky from molasses, and make a large amount of it openly, in addition to what they get by illicit trading.

The Christian Aleuts and Kodiakers are in, if anything, a better condition than at the time of the transfer; some sections, as at Ounalashka, in a greatly improved state, which is, by the way, promised to all the rest in the course of a few years, if proper, prompt steps are taken by Government. But the condition of the small population of creoles, chiefly at Sitka, is changed very much for the worse; they were store-keepers, clerks, sailors, traders, artisans, &c., of the old company, and there is no longer any great demand for that labor in the country, and not likely to be during their lives, at least; they are unfortunate in not having the training or the energy to make good hunters, for this is the only industry the Territory holds out for them. To say that they are now in spirit and purse poor, is true, but still they are not in any physical misery, the abundance of fish and game preventing such a result. From my observation and knowledge of them, I can truly state that they are now in a better condition in the Territory,

living as they do, than they would be anywhere else in our country, with an exceptional case, of course, here and there, for they are not distinguished by either energy or industry, as a class.

I have been assured by the Russian bishop having the spiritual direction of affairs in the Greek Catholic Church, now established in the Territory, that there is no intention on the part of the home church to neglect its interest there; that he is at the present time busily engaged in fitting a class of young Russians for the work of priests and teachers in Alaska, by giving them a thorough knowledge of the English language in addition to the regular course of discipline usually necessary for his church.

If *we*, on the part of the Government, attempt to teach them, we shall soon have to feed some eight or ten thousand paupers. All they need is to be sustained and protected in their hunting industries, as is indicated in the following chapter, and they will take care of themselves.

## CHAPTER III.

### THE DUTY OF THE GOVERNMENT WITH REGARD TO THE TERRITORY AND ITS PEOPLE.

The measures which are now in force for the support of law and order in the Territory are entirely inadequate and costing much more than a correct and efficient system would. The case is a plain one, and the facts in regard to it are as follows:

The Territory of Alaska was received from the hands of a powerful fur-trading organization which held absolute sway over the entire domain, even to the life and death of the people, and which had governed the land despotically for more than sixty years. It was fully prepared at any moment to carry out its orders, and was supported by a small fleet of sail and steam vessels, and a regularly-organized troop of employes and retainers, over two thousand in number, placed here and there throughout the country, the headquarters being at Sitka, for political reasons.

War and revenue-marine vessels, with duly-authorized officers and agents, were sent to the principal stations, villages, and ports, where they ran up our flag and loudly proclaimed the fact to the people, or natives, that they were now free and independent; that no person or parties had the power to control or direct their trade in furs, or any other matter to which they might turn their attention; that crime of all description, theft, murder, &c., would be promptly dealt with, and that the agents of the American Government would visit them at irregular though frequent intervals, or upon call, with these vessels fully prepared to enforce and execute the law. This was done in 1868 and 1869. This is all that has been done, and to-day, as matters are conducted, the country is as far from control by our Government as though it were a foreign land, the agents of the Government, both military and civil, being unable to exercise any effectual supervision over the affairs of the Territory, or to enforce the laws.

The propriety of quartering troops in this Territory may be seriously questioned; for where any considerable body of natives exist they will be found upon the seaboard and estuaries,

and the only way by which their villages can be reached is by water. Traveling by land is simply impossible, so that to-day the two companies of artillery at Sitka are entirely unable to correct the most wanton outrage which the Indians might see fit to perpetrate but a mile from their sentry-lines.

The practical result of quartering troops among people like these in Alaska is bad. The communities thus visited were not remarkable for sobriety, morality, or industry before the coming of our troops, but after their arrival the change for the worse, wherever the natives were brought in contact with them, was very marked. Honorable officers find it sufficiently difficult to restrain their subordinates in camps and posts remote from demoralizing temptation, but when their men are surrounded by simple natives who will sell themselves for rum and tobacco, the inevitable result follows of debauchery and intemperance. The history of the military occupation of this Territory by our Government, although brief, reflects no honor upon the troops, and is a most unfortunate one for the natives with whom they came in contact, so much so that all the posts throughout the Territory have been discontinued except that of Sitka, of which the law, I believe, compels a continuance, and which, I trust, will be soon repealed for the relief of the troops, the credit of the Government, and also a saving of unnecessary expense to the public Treasury in moving the soldiers to and from the Territory and of subsidizing a mail-steamer to carry their letters, &c.

The present statute, which provides ostensibly for the government of the Territory, authorizes the appointment of a collector of customs and four or five deputies there, the former located at Sitka, the others at Ounalashka, Kodiak, and Wrangel, where they are able only to *conjecture* as to the condition of revenue details in their respective districts, for they are unable to leave their posts. The collector of customs can exercise no adequate vigilance against the illicit manufacture and trade in whisky, smuggling, &c., with the sailing-cutter which is allotted to this district. A small steam-vessel alone can follow these traders and smugglers through the innumerable narrow and intricate channels and fjords of the Aleutian and Alexander Archipelagoes.

With the present sailing-cutter, no calculation can be made with reference to her movements; she is at the mercy of wind and tide; how long will be her trip to a given place, and when

she will return, no satisfactory conjecture can be made; she may be absent but a few days, and the absence may be protracted a month. If the natives were to seize a trader's schooner a hundred, or even fifty, miles away from Sitka, and were the collector to get instant word of it, weeks might elapse before the sailing-cutter could get upon the ground of the outrage, and would even then be utterly unable to follow the outlaws. There is no trading done at Sitka; the eight or ten thousand Indians between Cross Sound and Fort Simpson trade entirely in the inshore passages and channels with all sorts of men and craft; what is going on no one knows, and, as matters now stand, the collector and his deputies are certainly not to blame if they never know.

As matters now stand, the town-site of Sitka is the only place in the Territory where the merest shadow of ability exists on the part of the Government to sustain law and order, protect property, &c. The troops there stationed are utterly helpless to do anything outside of their station, and what is more, the Indians know it and laugh at them when they are reproached and warned for misdemeanors. The collector of customs has a sailing-cutter, which is of no earthly use, for she cannot be used in the intricate inside passages, where the principal body of natives live, and can at the best make a wide, shy visit to Kodiak or Ounalashka, or some such outside sea port, and then is at the mercy of the most fickle and uncertain weather for sailing, so that no calculation can be made upon her going or coming.

The natives of the Territory have been living since the transfer under no effectual government restraint—a sudden and pernicious change from the strict Russian *régime*; for now everywhere in the Aleutian Islands and at Kodiak the natives are in the habit of drinking “quass,” or home-brewed beer, to such an extent that it bids fair to ruin them unless checked. The leaders in drunken orgies are getting perfectly reckless, for they have noted the fact that during the past five years there has been no punishment or notice taken by proper authority of crime, including theft, wife-beating, and murder; that there is no such thing as the shadow, even, of suspicion or power on the part of the Government, of which they have only heard and know nothing.

That these people have not behaved worse during the last two or three years in their present life of unchecked license is



a strong evidence of their naturally amiable and law-abiding disposition, and it is manifestly wrong on the part of the Government to allow the disorderly element in the Aleutian and Indian communities to gather such strength by continued inattention; for it is leading to the rapid demoralization of the Aleutians, and is making it unsafe for white traders to venture singly among the Indians. I therefore most earnestly call attention to a plan for reform in the Territory, which will not annually draw from the Treasury more than half of what is received every year from the tax netted from the Seal Islands alone.

The annual revenue derived by the Government from the Territory, about \$300,000 net, is sufficient to support the proposed system of government, and afford an unexpended balance, every year, of from \$100,000 to \$150,000; and it would also result, in a very few years, in adding greatly to the receipts.

The following is the plan, after much deliberation, which I venture to propose: \*

1. Withdrawal of the troops from the Territory.
2. The placing of the collector of customs at Kodiak where he can live without the slightest danger of injury from savages, although if left alone at Sitka he would be subjected to no actual risk. There is no reason why the central point for the action of the revenue-officers should be at Sitka in preference to either Kodiak or Ounalashka; both of the latter being better situated, with ten times the amount of trade, and double the law-abiding population; but the deputy, now at Kodiak, might be transferred to Sitka.
3. A small revenue-steamer should be provided, with a single gun, and having compound engines, so that she will use but three or four tons of coal per diem, and steam seven to eight knots per hour, and fitted with spars to take advantage of favoring winds. Such a vessel could move to any point on brief notice. She should cruise steadily throughout the year, for she would move in good, sheltered channels. The appearance of this vessel, at frequent intervals, would be all that is necessary to guarantee security of life and property to traders throughout the entire district. Her cruising-trips would establish a prompt means of communication between posts; and she could visit Tongass or Fort Simpson every two or three

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\*Always excepting the Prybilov Group of Seal Islands, which are well provided for by special acts of Congress, approved July 1, 1870, and March 5, 1872

months and obtain the mail for the Territory, which the revenue-cutter stationed on Puget Sound should be detailed to bring at preconcerted intervals of two or three months, and, by so doing, give the Territory a mail-system.

4. The abolition of the present subsidized mail-steamer which runs between Portland and Sitka. The handful of white citizens there, only two of them citizens of the United States, have no more right to claim the privilege of a mail-steamer, *which now runs for their benefit exclusively*, than have the inhabitants of Kodiak, Ounalashka, or Saint Michael's, or half a dozen other villages of greater population or of more importance in this Territory.

5. The appointment of an agent, a man of character and education, who will have an opportunity to keep the Government well informed of the exact condition of the people in the Territory and its resources, by reason of the facilities for travel afforded by the revenue-steamer.

6. The extension of the jurisdiction of the courts of Oregon or Washington Territory over this Territory, so that when persons belonging to the Territory, guilty of murder, arson, &c., are arrested and sent down for trial, they can be punished, and not permitted to escape, as they have been in more than one case already, for want of this jurisdiction.

7. The laws relating to our mining-lands might be so extended as to include the Territory of Alaska. Gold and silver, copper, iron, and coal exist here, and there is no predicting what the future may bring forth, for prospectors are constantly at work.

By placing matters in the Territory on such a footing as I have described, at least some definite approach to a system of law and order would be initiated. There would be a steady and prompt means of communication between all the stations where life and property exist. No whisky-smuggling or oppression of the natives could be carried on without its speedy apprehension and suppression, and the petty crimes which are so aggravating and demoralizing at present throughout the Territory would quickly cease. The annual revenue now derived from the Territory is more than sufficient to support the whole system recommended.

Beyond the adoption of this plan, in my judgment, on the part of the Government, nothing more is required by the Territory and its people. Any scheme of establishing Indian

reservations or agencies in this country, with an idle and mischievous retinue of superintendents, chaplains, and school-teachers, seems to me entirely uncalled for. The people here are keen hunters and quick-witted traders, and need no help or care beyond that I have indicated. Such of them as are christianized have long ago embraced the Greek Catholic faith, and adhere to it with devotion. The rest, or Indians, as they are called, are just as far from being in a Christian state of mind as they were when first approached by the Russian priests, over a hundred years ago.

With regard to the education of the children of the better class of the natives, that is, the Christian Aleuts, there appears to be one invincible obstacle. The children, speaking a strange tongue, will not attend school, and their parents, as a body, will either prevent or discourage them by positive command, or by utter indifference. If they are to be educated, their church alone can do it. It now controls them perfectly in this matter of education.

That the children will not attend school has been most thoroughly tested already, not only by the Russians, but by ourselves during the past four years on the Seal Islands. In 1835 a school was opened at Ounalashka, and presided over by one of the most indomitable and excellent of men, Veniaminov, who tells us that in this settlement of over 275 souls then, only "twelve boys could be brought together." When more than this is wanted by Alaska in the way of legislation by Government, it will suggest itself in due time, and in reason.

## CHAPTER IV.

### TRADE IN THE TERRITORY, AND THE TRADERS, STATIONS, STATISTICS, ETC.

Trade is devoted chiefly to furs, with occasional dealings in oil and ivory ; it is divided among a few parties, the Alaska Commercial Company having a large-preponderance, by virtue of greater resources and greater energy, than any or all of its competitors combined ; the sagacity of its traders, and the kindness with which they treat the natives, have resulted in even more than quadrupling the yield of furs in the Yukon and Ounalashka districts, as reported by the Russian American Fur Company at the time of the transfer. The operation of this company is confined to the country west from Kodiak, embracing the Aleutian Islands, where they at the present time have but little competition ; on the Yukon, Koskoquim, and Ounalashka they are opposed by Charles Jansen, and by David Shirpser at Belcovskie and Kodiak, and a number of small traders and whalers in Kotzebue Sound. The trade east of Kodiak, up Cook's Inlet, down the coast back of Sitka, to Fort Simpson, is, so far as is known—for I was unable to examine this district—given up to small traders who ply in and out in light schooners, canoes, &c., and, doubtless, is quite extensive and largely illicit, for the natives will not trade at Sitka for money ; so the inference plainly is that they dispose of their furs for whisky, &c., in the inshore passages, where smuggling can be carried on.

When the Russian traders first opened up the country the natives were everywhere found engaged in fierce intestine wars, and not prosecuting the chase of fur-bearing animals more than enough to supply themselves with skins for manufacture into garments ; depending on the sea for their principal means of subsistence.

They used the skin of the sea-otter and beaver generally for cloaks, employing usually three sea-otters for one cloak ; one of these skins was cut into two pieces and afterward sewed together, so as to form a square, and were loosely tied about the shoulders with small leather strings, fastened on each side ; it

was the sight of these sea-otter cloaks that excited the greed and cupidity, and stimulated the adventurous trips made by the first Russian traders in the Aleutian Islands, and the wearisome voyages of the English and French to the coast of Vancouver's Island, and to the northward as far as Cook's Inlet, so early as 1785-'86. The beauty and value of the skin of the sea-otter alone drew men, who, in spite of all danger, visited every mile of the rugged coast of this Territory, nearly a hundred years ago, in rude, clumsy ships and shallops, and depended upon ruder nautical instruments, without charts, &c.

The hardships endured and perils encountered by these hardy, indomitable adventurers can be appreciated only by the seaman of to-day, who may sail in their tracks, provided with a generally correct chart of a coast then absolutely unknown, in the best sailing-vessels, fully equipped with perfect nautical instruments, and yet this modern sailor cannot sleep day or night with safety while he is on the coast or among the islands, so severe is the trial.

The first great demand by the natives in the Territory, as an equivalent for their furs, was iron ; the English traders used to make it up into thick wrought bands, about eighteen inches to two feet in length, with a breadth of two inches, called "toes ;" for one of these, at first, they readily procured a fine sea-otter or two, and a hatchet would obtain two or three ; tobacco, the present great staple of trade, was then scarcely in demand, but soon became so ; flour, when given by the Russians to some Aleuts at Ounalashka, in 1788, was taken by them up to a hill-top and thrown by handfuls to the wind, the natives enjoying the sight of the mock snow-storm spectacle much more than the use of the material for food ; over on the mainland, when crackers and sugar were given to some natives, at Nushagak, they spit it from their mouths with disgust, wearing an expression of exceeding dislike for the strange food ; lead pleased the Aleutians at first very much, it could be cut and fashioned so readily, but the most determined trials on their part failed, of course, to make it retain a cutting-edge, and they finally gave it up.

By degrees, however, and quite rapidly, iron with form of spear heads, axes, knives, kettles, &c., became a drug among the people generally, and a taste for the wearing of cotton and woollen goods, the use of tea and tobacco, caused the natives of the Aleutian Islands to strain every nerve in hunting the sea-

otter, and so effectually did they do so that the animals diminished in a very short time to but a fraction of their former number; but the natives of the mainland, a very different class of people, and incapable of living in as advanced a civilization as the Aleutians, were never aroused, and never will be, to any such activity by any legitimate effort to trade; they only covet tobacco and rum, and a little of either, used as an Indian uses them, goes a long way.

Therefore, while we may say that the fur-trade of the Aleutian Islands and the Peninsula, as far as Kodiak, has been and is to-day developed to its full importance, it is very evident that, with regard to the rest of the Territory, the annual yield can be and will be greatly augmented by the exertions of our energetic and industrious traders who are now scattered in keen rivalry over the ground.

By the very nature of the business, character of country, and climate of Alaska, white men will never themselves do any sea-otter hunting or mainland trapping; it rests solely with the natives, and the annual yield depends entirely upon the exertions which these people may be inclined to make as a means of procuring coveted articles in the hands of the traders. The hardship and privation to which the fox and marten trappers, and especially the sea-otter hunters, are subjected while in pursuit of their quarry are very great, yet not so great but that white men could endure and would endure them did it pay well enough; but it will be seen by reference to the tables giving the fur yield of the Territory that in proportion to the number of hunters, all of whom are more or less skillful, the return is a small one, and would not equal the earnings of the ordinary mechanic or day-laborer in our country, with the marked exception of the wages of the inhabitants of the Seal Islands, who live better and receive more pay than a majority of our people who are dependent upon manual labor for support.

The life and labor of the trader on the mainland and islands is one of much discomfort, and at certain seasons of the year of incessant activity. A chief trader, though burdened with much responsibility, lives quietly and comfortably at the redoubt or station where he is posted, the headquarters usually of a very large district; but the trading is all done by deputy traders, who are under the control of this head officer. These men start out from the post alone, perhaps accompanied by an Indian, with a dog-team and sled, which is loaded with several

hundred-weight of goods, such as are likely to be most prized by the tribes they intend to visit for the purposes of trade, usually tobacco, calico, beads, and powder and ball, caps, &c.; but the great bulk is generally tobacco. These men start in the dead of winter, provided with nothing but a blanket, a tent, a few pounds of dried meat or fish, and tea, and go in this way from tribe to tribe, from settlement to settlement, until the intended circuit is made or the goods disposed of.

When the trader reaches a settlement he inquires if the Indians there have any furs; if so, he pitches his tent and unpacks his goods under it, seats himself in the middle, near an aperture in the tent, so that the natives may approach and look in upon his assortment. Their skins are then passed through the opening with an intimation of what is desired from the trader's stock in exchange. The trader examines the skins, tosses them over into a common heap, and tears off the cloth or passes out the tobacco as the Indians require; and this continues till the business is concluded.

If the trader finds at the close of his trading at any one or more settlements that the bulk or weight of his furs is too great for removal on his sled, he gives the surplus into the care of some one of the people, counting over to him in the presence of the whole village all the skins. This man takes charge and honestly guards them until the trader comes in person or sends for them, and the whole community seems to feel as if their reputation were at stake, for they will neither molest the trader's *cache* nor permit others to do so. This is certainly a strange and most noteworthy characteristic of the Indians of the great interior of Alaska, designated in this report as the Yukon district.

The trading on the northwest coast, however, from Puget Sound up to Prince William's Sound, was and is conducted in a very different manner from that of the Yukon district. Here the traders, large and small, employed vessels varying from steamers of considerable size to sloops. Since, however, the withdrawal of the Russian American Company from the Territory, and the steamer *Labouchere* of the Hudson Bay Company, but one trading-steamer remains upon this coast, viz, the old *Otter*, the property of the last-named corporation. Sailing-vessels, small schooners principally, monopolize the trade, and of these there are eight or ten at least.

The practice of these trading-vessels is to cruise along the

coast, running into the numerous canals, channels, and harbors so characteristic of the region, where they come to an anchor, within easy reach of the shore, and wait for the natives to come off to them in their canoes laden with whatever they may possess fit for barter. The trading itself is tedious beyond all measure. The natives will sit in their canoes around the vessel for hours before showing the least attention or desire for business; then when it does begin the haggling baffles description; each Indian after the other trying to get a little more than his predecessor, no matter how slight or insignificant it may be. The traders of course dare not, even to gain precious time, deviate from an invariable rule or tariff in barter, and so the slow exchange goes on. The Indians throughout this whole section are shrewd and artful traders, and do not scruple to adopt any means by which they can outwit or deceive the white trader, so that it is unfortunately a case of diamond cut diamond wherever traders meet the natives of the northwest coast to-day.

With the Indians of the Territory trade is carried on without the use of coin, but on the Aleutian Islands, among the Christian Aleuts, the people take cash for their furs and pay over the counters of the different stores for their goods; and this necessitates the keeping of accounts, since the traders often find it to their advantage to give credit to a penniless hunter. These accounts the Aleuts keep in very good shape, and they are seldom in error over their reckoning.

The Russians pursued a different course from our people in conducting their trade in this region, where they were free from the competition of rival traders. Baranov, the real founder and maker of the Russian American Company, was a man of indomitable energy and foresight, and gave the affairs of the company his vigilant personal supervision everywhere and at all times, but his successors were unlike him, and made no exertion to pay dividends to the stockholders, or to pay debts. All of these gentlemen, with one exception, General Viatovskie, were officers of the imperial fleet, and lived in official rotation at Sitka, which was selected in preference to Kodiak as a better position in which to menace and repel the advances of the Hudson's Bay people along the coast belonging to Alaska. They were surrounded by a troop of subordinates, living without regard to cost or expenditure of time or labor; a fleet of fourteen or fifteen vessels, steam and sail. Indeed,



no better commentary on the management can be made than a reference to their archives, where in almost any one year, look, for instance, January, 1863, (Techmainov, vol. ii, p. 224,) at this table showing the number and distribution of the employés and dependents :

Districts.	Russians, Fins, and foreigners.		Russian creoles.		Aleuts and Kuriles.		Total.	
	Men.	Women.	Men.	Women.	Men.	Women.	Men.	Women.
District of Sitka.....	418	50	210	300	36	31	664	381
District of Kodiak.....	129	1	420	489	1,010	983	1,619	1,473
District of Ounalasaska.....	4	.....	131	123	749	835	884	960
District of Atka.....	2	.....	94	106	367	342	463	442
District of Yukon.....	32	.....	25	21	14	11	71	32
District of Kuriles.....	1	.....	4	5	126	108	131	113
Total.....	586	51	944	1,046	2,302	2,310	3,892	2,406

Or a grand total of 6,977 dependents of all classes, and of this number over 1,200 were paid regular salaries, from the governor down to the serf.

And yet, with this small army of servants and dependents, the Russians, for the last forty years of their possession, did not get one-half of the furs annually that our traders now secure every year since their establishment in the Territory, while there are not over two hundred men engaged in the whole business at present.

Take the sea-otter trade for instance. The Russians called it a fair season when they secured in the course of the year, throughout the whole Territory, 350 to 400 sea-otters; many years occurred in which less than 200 were taken; but during the last two years 2,500 to 3,000 have been captured each season in the Aleutian and Kodiak districts alone; and I estimate that not less than 500 have been taken from Cook's Inlet down to Fort Simpson. This great increase in the development of the business is simply due to the active personal supervision of the present agents and traders.

In connection with this view of the trade and traders in the Territory, it is proper to mention the operations of the Alaska Commercial Company, as it has been the subject of comment by the press. The whole matter appears to amount to this, that the fur-trade of Alaska, (always excepting the Seal Islands,) placed, as it is, in a fair field for competition, will sooner or later be controlled by those who invest the most money in the undertaking and send the best men for the work, who make their stations more attractive to the natives, and

render communication between their wide-scattered posts more frequent and regular. It will be more difficult every year for small or inexperienced traders to do anything at the fur-trade in this Territory, and the trade does not appear extensive enough to support the operations of two companies, each with as much capital invested as the one in question. The result would be that one would have to withdraw. As far, however, as the Government is concerned, the field for trade in Alaska is free and open to all; a practical illustration of which is shown in the following statement of affairs existing at Ounalashka:

Ounalashka is an Aleutian village of some four hundred souls, men, women, and children; of these sixty are first-class sea-otter hunters, and this is their profession. The Alaska Commercial Company have erected three large warehouses fronting a wharf, where their vessels unload and load; a large store-house, filled with a most extensive selection of goods; a very large dwelling-house for their traders; with office, courtyard, stables for cattle and sheep, a blacksmith-shop, &c., all finished in first-class style, and furnished thoroughly throughout. The company have also erected and are building snug cottages for their best hunters to live in; and there is a school-house, where the native children are invited to attend, which some do. In opposition to this, a young man is placed in a small, weather-worn, rickety shanty, which is made to serve as warehouse, store, and living-room for the agent; a most meager stock of goods, no assortment whatever; and yet this young man, who has not got one dollar to back him, came to me and complained of the almost total loss of his trade, and said in explanation that it was due to the fact that though the natives wanted to trade with him, yet they were living under the influence of fear to such an extent that they dared not do it, and hence transferred their trade. I told him, after looking about the place and talking with the natives and their priest for three or four days, that the only fear that these people of Ounalashka had in the matter was a most wholesome one; it was the fear, coupled with an absolute certainty, that, as he was situated for trade, they would not do as well at his establishment as they could at his opponent's, and the dullest of them could readily appreciate it; therefore, if any successful opposition to the Alaska Commercial Company is to be made in the Territory where it is established, money must be freely

expended in buildings and upon the people, who will go with wonderful promptness and unanimity wherever they can make the most in trade and are best treated, for they are keen and shrewd.

I now pass to the consideration of the several trading districts, and the character and quality of the furs obtained from them respectively.

#### THE YUKON DISTRICT.

##### KOTZEBUE SOUND:

The trade at this place with the natives is principally by whaling-vessels, which are supplied with liquors; they fit out and clear from the Sandwich Islands for the arctic, and take advantage of the impunity with which they can visit this port and profit by this illicit occupation; for the natives here, as everywhere else, are passionately fond of liquor, and a large proportion of the best furs from the Lower Yukon, the region south of Saint Michael's, is picked out by Indian traders and carried to this place, where they can be exchanged for whisky. The trade, however, that belongs to the sound itself is not extensive; only a small number of Eskimo live here, in scattered settlements along the coast, at the mouths of debouching creeks, &c. The catch of fur-bearing animals is not large; the people themselves live more by trading than by hunting, *i. e.*, trading between the people living far to the southward and eastward on the one hand, and the whalers and others, making profits as middlemen.

##### NORTON'S SOUND:

A few Eskimo traders live here; the catch and yield of fur-bearing animals unimportant. These people assist the Kotzebue traders in getting their furs carried up and over to that place, and many of them go over to Port Clarence with an assortment of furs, beaver principally, where they meet the people from the Asiatic side, who cross Bering's Straits in the winter on the ice by way of the Diomed Islands, with dog-sleds, loaded with tame reindeer-skins, tanned, which are in great demand by the natives of this district for manufacture into cloaks, coats, *parkies*, &c., while the Asiatics are equally desirous of getting any and all kinds of fur, such as mink, marten, land-otter, beaver, &c., but desire beaver especially.

**THE DIOMEDES, KING'S ISLAND, SLEDGE ISLAND, AND SAINT LAWRENCE—**

Are inhabited by a few Eskimo, but there is no trade with them worth mentioning; they have a little walrus-oil and ivory, and a few red foxes, and occasionally get some whalebone.

**SAINT MICHAEL'S:**

This is a shipping-point only for the accumulated furs gathered by the traders from the Lower and Upper Yukon, at Nulato, Fort Yukon, and the Tannanah. The present annual yield from these points is the largest and most valuable from the mainland of Alaska. A vessel coming to Saint Michael's in the summer will find from one hundred to one hundred and fifty Indians; they have come in from long distances to the northwest, eastward, and southward; but the fur-trading on the Yukon River and its many tributaries is very irregular as to time and place year after year, the traders constantly moving from settlement to settlement. This year they may only get a thousand skins where they got five thousand last season, and *vice versa*. It is impossible to say where the best place for trade will be, the catch in different sections varying every winter with the depth of snow, the severity of climate, &c.

**NUNIVAK:**

Trade here is small and unimportant, principally walrus-oil, some ivory, and a few red foxes.

**CAPE ROMANZOV:**

Traders come up from the Koskoquim and down from the Yukon to this point, where they get some very good furs, mink, marten, and foxes. At Cape Avinova, the district there is quite celebrated for its marten catch, both in quantity and quality; a large number of brown bear range here, where they subsist upon berries, roots, reindeer, &c. The Indians live in small huts and settlements scattered all along the coast down from Saint Michael's.

**KOSKOQUIM:**

The trade is extensive, and done principally at Kolmakov Redoubt, about one hundred and fifty miles up the river from its mouth, and at a station some sixty miles below it. The traders come down the river in June with their cargoes and meet the ships. The principal trade is beaver, red foxes, mink,

(plenty,) marten, land-otter, (abundant,) bears, brown and black. The people of this district keep traveling all the year round.

**NUSHAGAK :**

About the same as at Koskoquim, but the quality of sable or marten deteriorates very much and rapidly as the trader goes south from this region. The people are also great travelers, always on the move. This section closes the Yukon district, which forms the western boundary of that of the Peninsula and Kodiak. In this country, between Kotzebue and its southern boundary back into the interior as far as a thousand miles, furs are gathered as follows :

*Beaver* are taken of the very best quality and in the greatest quantity, and an immense number of *musk-rat* skins, for the trader must buy everything, (these musk-rat skins are principally shipped to France and Germany, for poor people wear them;) of *red foxes*, quite a large number are taken. *Black foxes* are seldom obtained, perhaps three or four on an average during the year. *Silver-gray foxes*, a small number annually. *Mink* and *marten* of very fine quality from Koskoquim to the northward, but from this point to the southward this fur deteriorates rapidly. *Land-otter*, quite a large number of the best quality. *Black and brown bear*, a few ; a small trade in *swans'-down*. *Eider-down*, with profit, cannot be sold in San Francisco, but it is valuable in Russia. (German goose-down is used by our upholsterers in preference, as it is much cheaper and just as good.) *Reindeer-skins* are dried ; quite a large number of these which go east are tanned, and make a very superior leather.

Figures to show the number of skins taken out of the country might easily be obtained were it under the control of a single corporation, as it was under the Russian rule, but as it is now, with ten or a dozen independent traders, large and small, all studiously concealing or purposely exaggerating their transactions in order to draw or divert trade, the figures, were they furnished, would be quite unreliable. The following table, however, showing the yield of this district during a period of twenty years, between 1842 and 1861, as given by Russian authority, may be deemed correct; and I was assured by Father Shiesneekov, of Ounalashka, a Russian priest, born and raised in this country, that the present yield of furs is at least four

times as great every year, compared with the table, owing to the greater activity and energy of our traders :

*Table showing the number of skins taken by the Russian American Company from the Yukon district, during the period between 1842 and 1861, twenty years.*

	Beaver.	Land-otter.	Marten.	Mink.	Musk-rat.	Fox, red.	Fox, blue.	Wolverine.	Lynx.	Bear.
Koskoquim ...	32, 396	1, 165	2, 098	.....	.....	3, 590	320	.....	327	93
Saint Michael's	49, 398	4, 954	8, 853	330	4, 668	10, 216	.....	52	1, 007	183
Total ...	81, 794	6, 119	10, 951	330	4, 668	13, 806	320	52	1, 334	276

Guided by this exhibit, if I could rely on what has been affirmed by the traders whom I have met in the Territory, the catch in the Yukon district during the last three years has averaged six times as much as the Russian annual average.

#### THE PENINSULAR AND KODIAK.

##### OAGASHIK :

This is the only trading-station on the north shore of the Peninsula, and it is in itself inconsiderable ; the people have a few red foxes, a few beaver, but quite a fair number of reindeer-skins, the country being fairly alive with these animals ; they also are adjacent to the large walrus hauling-grounds in Bristol Bay, and some ivory is secured by them ; they have a few brown bears, an occasional wolf-skin, and a little swans'-down.

##### BELCOVSKIE :

A sea-otter post: the natives bring in the skins of these animals, which they obtain at Saanach and the Chernobour Rocks ; the trade otherwise is unimportant—a few red foxes and brown bears.

*Saanach.* A sea-otter post recently established : nearly two-thirds of the sea-otters captured in the whole Alaskan district are taken around this island.

*Unga.* A sea-otter post, with small trade in red foxes, black and brown bears, &c.

*Kodiak, or Saint Paul's.*—Once the headquarters of the old Russian American Company, but since 1825 it has been a mere trading-post ; a large number of sea-otter hunters make it their home, and bring in their quarry for trade there ; all the trade of Kenai and Cook's Inlet came in here under the old

*régime*, but it is now confined principally to the sea-otter trade; the Cook's Inlet and Katmai trade is mostly engrossed by trading-schooners plying between these places and Puget Sound; the yield of this district under the Russian control is given for twenty years, 1842-1861, inclusive, as follows: Sea-otters, 5,809; beaver, 85,381; marten, 14,295; minks, 1,175; musk-rats, 14,313; wolverines, 1,276; marmots, 712; wolves, 58.

In the COOK'S INLET DISTRICT, the MOUNT SAINT ELIAS and SITKAN DISTRICTS, there are no well-established trading-posts, the business being conducted on shipboard everywhere, the natives coming off to the trading-schooners in their canoes. At the time of the Russian occupation there was considerable trading done at Sitka, but now it has fallen off entirely, the natives of that place and vicinity going back into the inside passages, where they can trade with whisky-schooners in perfect security, as affairs are now conducted in the Territory.

A large variety of furs are brought in from the dense forests and high mountains of this region—such as red, black, and silver foxes, brown and black bears, mink, marten, porcupines, beaver, land and sea otter, fur-seal, hair-seal, deer, rabbits, squirrels, mountain-goats, ermines, and the hoary marmot or whistler.

#### THE OUNALASHKA DISTRICT:

This embraces the whole of the Aleutian Archipelago, and is given entirely to the sea-otters; there is nothing else in this section fit for trade save a few red and black foxes, and in it are established six stations, viz: *Ounalaska*, the largest and principal one, *Akootan*, *Chernovskie*, *Oomnak*, *Atka*, and *Attou*, which are the homes of the sea-otter hunters, and where they trade.

The stations enumerated in the foregoing districts comprise all that are established in the Alaskan Territory.

#### THE VALUE OF THE FUR-TRADE.

With the exception of the Sitkan and Cook's Inlet districts, the gross value of the annual fur-production of Alaska can be closely ascertained. I append to this head several tables from Russian authorities in reference to the subject, and call attention to the fact that for the last ninety years or more, up to the present date, the prices of the leading furs in our market to-day are very much what they were then, with the exception of the

fur-seal, which has been greatly enhanced in value by reason of improvement in dressing, but the marten and the sea-otter stand to-day at almost the same figures at which they were bought and sold a hundred years ago in China, where the value of money has remained the same; the native hunters, however, receive now three, four, and five times as much as they were paid by the Russian American Company for their skins. The following list may be taken as very nearly correct, and shows the gross value of the fur-trade of the Territory to the traders for the year 1873:

100,000 fur-seal skins, at an average of \$7.....	\$700,000
3,000 sea-otter skins, at an average of \$75 .....	225,000
50,000 skins from the Yukon district, assorted, at an average of \$2.	100,000
30,000 skins from all the rest of the Territory, (this is a very unsatisfactory estimate,) at an average of \$2 .....	60,000
<hr/>	
A grand total of.....	1,085,000

Which is more than double the annual receipts of any one of the best of the last twenty years of the Russian American Company, so far as can be judged by reference to their statements, as is shown in the table at the close of this article.

It seems that the Seal Islands represent two-thirds of the whole value of the fur-trade of Alaska, and that with the sea-otter interest combined there is scarcely anything left.

Matters are now so arranged on the Seal Islands that the Government nets a revenue of \$300,000 per annum, with the preservation of its interest there in all of its original integrity. With reference to the sea-otter trade, I think I clearly show the necessity for protection from the Government in my discussion of the subject in this report, and, in regard to the remaining interests, the country itself protects them.



*Table showing the yield of the different stations in the Territory of Alaska, from the archives of the Russian American Fur Company, for a period of twenty years, between 1842 and 1861.*

	Seal Islands.	Saint Michael's.	Kokoquim.	Attou.	Atka.	Onnalaulika.	Shoomagins.	Kodiak.
Beaver.....		49,398	32,396					85,361
Land-otter.....		4,954	1,165			329	979	
Sea-otter.....				2,242	1,188	5,686	3,611	5,690
Fur-seal.....	309,701							
Foxes, black.....								
Foxes, silver.....								
Foxes, red.....		10,216	3,590			19,671	5,731	
Foxes, blue.....	34,794		320	2,503	1,685			
Foxes, white.....								
Martens.....		8,853	2,098					14,295
Minks.....		330						1,173
Wolverines.....		52						1,276
Lynx.....		1,007	327					
Wolves.....								58
Bears.....		183	93					
Sea-lions.....								
Musk-rats.....		4,668						14,313
Marmots.....								719
Walrus-teeth.....	4,160 lbs	116 lbs.	1,040 lbs.			21,640 lbs		51,640 lbs
Castorum.....		3,315 pra.	6,836 pra.					

*Table showing the exportation of furs by the Russian-American Company.*

Variety of fur.	Period of 1797-1821, (24 years.)	Period of 1821-1842, (21 years.)	Period of 1842-1861, (19 years.)
Sea-otter, adult and 1-year old skins.....	72,894	25,416	25,899
Sea-otter tails.....	34,546	23,506	23,797
Land-otters.....	14,969	29,442	70,473
Fur-seals.....	1,232,374	458,502	372,694
Beavers.....	34,546	162,034	157,464
Foxes, black.....	13,702	17,913	
Foxes, cross or silver.....	21,890	26,402	77,847
Foxes, red.....	30,950	45,947	
Foxes, blue.....	36,362	55,714	54,134
Foxes, white.....	4,234	13,638	
Martens.....	17,289	15,666	12,728
Minks.....	4,802	15,481	872
Wolverines.....	1,151	1,564	10
Lynx.....	1,389	4,253	6,927
Wolves.....	121	201	84
Bears.....	1,602	5,353	1,293
Sea-lions, young.....	27		
Musk-rats.....		4,491	6,570
Walrus-teeth.....	64,640 lbs.		260,040 lbs.
Castorum.....	20 lbs.		4,960 lbs.
Whale-bone.....	47,040 lbs.		138,500 lbs.

The following shows the amount of food-supplies required, independent of tea, tobacco, and liquor, for the annual subsistence of the employés of the Russian-American Company, (1863;) a year's supply or more was always kept in advance in case of an emergency, (from Techmainov:)

Wheat, 14,000 poods, at 3 rubles and 26 kopecks a pood, (or 36 pounds.)

Flour, 498 poods, at 6 rubles and 31 kopecks a pood.

Peas, 404 poods, at 4 rubles and 90 kopecks a pood.

Split wheat, 404 poods, at 4 rubles and 90 kopecks a pood.

Salt, 922 poods, at 3 rubles and 78 kopecks a pood.

Butter, 498 poods, at 20 rubles and 20 kopecks a pood.

Hams, 92 poods, at 59 kopecks a pound.

The rubles are *paper*, equal to 20 cents each. A *pood* is 36 pounds English, or 40 Russian pounds.

## CHAPTER V.

### THE SEA-OTTER AND ITS HUNTING.

The sea-otter, like the fur-seal, is another illustration of an animal long known and highly prized in the commercial world, yet respecting the habits and life of which nothing definite has been ascertained or published. The reason for this is obvious, for, save the natives who hunt them, no one properly qualified has ever had an opportunity of seeing the sea-otter so as to study it in a state of nature, for, of all the shy, sensitive beasts, upon the capture of which man sets any value, this creature is the most keenly on the alert and difficult to obtain; and, like the fur-seal in this Territory, it possesses the enhancing value of being principally confined to our country. A truthful account of the strange, vigilant life of the sea-otter, and of the hardships and perils encountered by its hunters, would surpass in novelty and interest the most attractive work of fiction.

When the Russian traders opened up the Aleutian Islands they found the natives commonly wearing sea-otter cloaks, which they parted with at first for a trifle, not placing any especial value on the animal, as they did the hair-seal and the sea-lion, the flesh and skins of which were vastly more palatable and serviceable to them; but the offers of the greedy traders soon set the natives after them. During the first few years the numbers of these animals taken all along the Aleutian Chain, and down the whole northwest coast as far as Oregon, were very great, and compared with what are now captured seem perfectly fabulous; for instance, when the Prybilov Islands were first discovered, two sailors, Lukannon and Kalekov, killed at Saint Paul's Island, in the first year of occupation, *five thousand*; the next year they got less than a *thousand*, and in six years after not a single sea-otter appeared, and none have appeared since. When Shellikov's party first visited Cook's Inlet, they secured three thousand; during the second year, two thousand; in the third, only eight hundred; the season following they obtained six hundred; and finally, in 1812, less than a hundred, and since then not a tenth of that number. The first visit made by the Russians to the Gulf of Yakutat,

in 1794, two thousand sea-otters were taken, but they diminished so rapidly that in 1799 less than three hundred were taken. In 1798 a large party of Russians and Aleuts captured in Sitka Sound and neighborhood twelve hundred skins, besides those for which they traded with the natives there, fully as many more; and in the spring of 1800 a few American and English vessels came into Sitka Sound, anchored off the small Russian settlement there, and traded with the natives for over two thousand skins, getting the trade of the Indians by giving fire-arms and powder, ball, &c., which the Russians did not dare to do, living then, as they were, in the country. In one of the early years of the Russian American Company, 1804, Baranov went to the Okotsk from Alaska with fifteen thousand sea-otter skins, that were worth as much then as they are now, viz, fully \$1,000,000.

The result of this warfare upon the sea-otters, with ten hunters then where there is one to-day, was not long delayed. Everywhere throughout the whole coast-line frequented by them the diminution set in, and it became difficult to get to places where a thousand had once been as easily obtained as twenty-five or thirty. A Russian chronicler says: "The numbers of several kinds of animals are growing very much less in the present as compared with past times; for instance, the company here (Ounalashka) regularly killed more than a thousand sea-otters annually; now (1835) from seventy to a hundred and fifty are taken; and there was a time, in 1826, when the returns from the whole Ounalashkan district (the Aleutian Islands) were only *fifteen* skins."

It is also a fact coincident with this diminution of the sea-otters, that the population of the Aleutian Islands fell off almost in the same proportion. The Russians regarded the lives of these people as they did those of dogs, and treated them accordingly; they took, under Baranov and his subordinates, hunting-parties of five hundred to a thousand picked Aleuts, eleven or twelve hundred miles to the eastward of their homes, in skin-baidars and bidarkies, or kyacks, traversing one of the wildest and roughest of coasts, and used them not only for the severe drudgery of otter-hunting, but to fight the Koloshians and other savages all the way up and down the coast; this soon destroyed them, and few ever got back alive.

When the Territory came into our possession the Russians were taking between four and five hundred sea-otters from the

Aleutian Islands and south of the peninsula of Alaska, with perhaps a hundred and fifty more from Kenai, Yahkutat, and the Sitkan district; the Hudson's Bay Company and other traders getting about two hundred more from the coast of Queen Charlotte's and Vancouver's Islands, and off Gray's Harbor, Washington Territory.

Now, during the last season, 1873, instead of less than seven hundred skins, as obtained by the Russians, our traders secured not much less than *four thousand* skins. This immense difference is not due to the fact of there being a proportionate increase of sea-otters, but to the organization of hunting-parties in the same spirit and fashion as in the early days above mentioned. The keen competition of our traders will ruin the business in a comparatively short time if some action is not taken by the Government; and to the credit of these traders let it be said, that while they cannot desist, for if they do others will step in and profit at their expense, yet they are anxious that some prohibition should be laid upon the business. This can be easily done, and in such a manner as to perpetuate the sea-otter, not only for themselves, but for the natives, who are dependent upon its hunting for a living which makes them superior to savages.

Over two-thirds of all the sea-otters taken in Alaska are secured in two small areas of water, little rocky islets and reefs around the island of Saanach and the Chernobours, which proves that these animals, in spite of the incessant hunting all the year round on this ground, seem to have some particular preference for it to the practical exclusion of nearly all the rest of the coast in the Territory. This may be due to its better adaptation as a breeding-ground. It is also noteworthy that all the sea-otters taken below the Straits of Fuca are shot by the Indians and white hunters off the beach in the surf at Gray's Harbor, a stretch of less than twenty miles; here some fifty to a hundred are taken every year, while not half that number can be obtained from all the rest of the Oregon and Washington coast-line; there is nothing in the external appearance of this reach to cause its selection by the sea-otters, except perhaps that it may be a little less rocky.

As matters are now conducted by the hunting parties, the sea-otters at Saanach and the Chernobours do not have a day's rest during the whole year. Parties relieve each other in succession, and a continual warfare is maintained. This persistence

is stimulated by the traders, and is rendered still more deadly to the sea-otter by the use of rifles of the best make, which, in the hands of the young and ambitious natives, in spite of the warnings of the old men, must result in the extermination of these animals, as no authority exists in the land to prevent it. These same old men, in order to successfully compete with their rivals, have to drop their bone spears and arrows and take up fire-arms in self-defense. So the bad work goes on rapidly, though a majority of the natives and the traders deprecate it.

With a view to check this evil and to perpetuate the life of the sea-otter in the Territory, I offer the following suggestions to the Department:

1st. Prohibit the use of fire-arms of any description in the hunting of the sea-otter in the Territory of Alaska.

2d. Make it unlawful for any party or parties to hunt this animal during the months of June, July, and August, fixing a suitable penalty, fine, or punishment.

The first proposition gives the sea-otter a chance to live; and, with the second, may possibly promote an increase in the number of this valuable animal.

The enforcement by the Government of this prohibition will not be difficult, as it is desired by a great majority of the natives and all the traders having any real interest in the perpetuation of the business. A good deputy attached to the customs, whose salary and expenses might be more than paid by a trifling tax upon each otter-skin, say \$1, could, if provided with a sound whale-boat, make his headquarters at Saanach and Belcovski and carry the law into effect. The trade of the Kodiak district centers at the village of that name, and the presence of the collector or his deputy will exert authority, and cause the old native hunters and many of the younger who have reflection to comply with his demands. The collector then being provided with the small revenue-steamer spoken of in my chapter upon the duty of the Government toward the Territory, can insure compliance with the instructions given him, and punish violations.

This proposed action on the part of the Government is urgent and humane, for upon the successful hunting of the sea-otter some five thousand Christianized natives are entirely dependent for the means to live in a condition superior to barbarism.

THE HABITS OF THE SEA-OTTER, (*Enhydra marina*.)

I have had a number of interesting interviews with several very intelligent traders, and an English hunter who had spent an entire winter on Saanach Island, shooting sea-otters, and enduring, while there, bitter privation and hardship; and chiefly from their accounts, aided by my own observation, I submit the following:

*Saanach Island, Islets, and Reefs*, is the great sea-otter ground of this country. The island itself is small, with a coast-line circuit of about eighteen miles. Spots of sand-beach are found here and there, but the major portion of it is composed of enormous water-worn bowlders piled up by the surf. The interior is low and rolling, with a ridge rising into three hills, the middle one some 800 feet in height. There is no timber on it, but abundant grass, moss, &c., with a score of little fresh-water lakes, in which multitudes of ducks and geese are found every spring and fall. The natives do not live upon the island, because the making of fires and scattering of food-refuse alarms the otters, driving them off to sea; so that it is only camped upon, and fires are never built unless the wind is from the southward, for no sea-otters are ever found to the north of the island. The sufferings to which the native hunters subject themselves every winter on this island, going for many weeks without fires, even for cooking, with the thermometer down to zero, in a northerly gale of wind, is better imagined than described.

To the southward and westward, and stretching directly out to sea, some five to eight miles from Saanach Island, is a succession of small islets, bare, most of them, at low water, but with numerous reefs and rocky shoals, beds of kelp, &c. This is the great sea-otter ground of Alaska, together with the Cherrobour Islets, to the eastward about thirty miles, which are similar to it.

The sea-otter rarely lands upon the main island, but it is found just out of water on the reef-rocks and islets above mentioned, in certain seasons, and at a little distance at sea during calm and pleasant weather.

The adult sea-otter is an animal that will measure from three and a half to four feet at most, from nose to tip of tail, which is short and stumpy. The general contour of the body is closely like that of the beaver, with the skin lying in loose folds, so that when taken hold of in lifting the body out from the water,

it is as slack and draws up like the hide on the nape of a young dog. This skin, which is taken from the body with but one cut made in it at the posteriors, is turned inside out, and air-dried, and stretched, so that it then gives the erroneous impression of an animal at least six feet in length, with girth and shape of a weasel or mink.

There is no sexual dissimilarity in color or size, and both manifest the same intense shyness and aversion to man, coupled with the greatest solicitude for their young, which they bring into existence at all seasons of the year, for the natives get young pups every month in the year. As the natives have never caught the mothers bringing forth their offspring on the rocks, they are disposed to believe that the birth takes place on kelp-beds, in pleasant or not over-rough weather. The female has a single pup, born about 15 inches in length, and provided during the first month or two with a coat of coarse, brownish, grizzled fur, head and nape grizzled, grayish, rufous white, with the roots of the hair growing darker toward the skin. The feet, as in the adult, are very short, webbed, with nails like a dog, fore-paws exceedingly feeble and small, all covered with a short, fine, dark, bister-brown hair or fur. From this poor condition of fur they improve as they grow older, shading darker, finer, thicker, and softer, and by the time they are two years of age they are "prime," though the animal is not full-grown until its fourth or fifth year. The white nose and mustache of the pup are not changed in the adult. The whiskers are white, short, and fine.

The female has two teats, resembling those of a cat, placed between the hind limbs on the abdomen, and no signs of more; the pup sucks a year at least, and longer if its mother has no other; the mother lies upon her back in the water or upon the rocks, as the case may be, and when she is surprised she protects her young by clasping it in her fore-paws and turning her back to the danger; they shed their fur just as the hair of man grows and falls out; the reason is evident, for they must be ready for the water at all times.

The sea-otter mother sleeps in the water on her back, with her young clasped between her fore-paws. The pup cannot live without its mother, though frequent attempts have been made by the natives to raise them, as they often capture them alive, but, like some other species of wild animals, it seems to



be so deeply imbued with fear of man that it invariably dies from self-imposed starvation.

Their food, as might be inferred from the flat molars of dentition, is almost entirely composed of clams, muscles, and sea-urchins, of which they are very fond, and which they break by striking the shells together, held in each fore paw, sucking out the contents as they are fractured by these efforts; they also undoubtedly eat crabs, and the juicy, tender fronds of kelp or sea-weed, and fish.

They are not polygamous, and more than an individual is seldom seen at a time when out at sea. The flesh is very unpalatable, highly charged with a rank smell and flavor.

They are playful, it would seem, for I am assured by several old hunters that they have watched the sea-otter for a half an hour as it lay upon its back in the water and tossed a piece of sea-weed up in the air from paw to paw, apparently taking great delight in catching it before it could fall into the water. It will also play with its young for hours.

The quick hearing and acute smell possessed by the sea-otter are not equaled by any other creatures in the Territory. They will take alarm and leave from the effects of a small fire, four or five miles to the windward of them; and the footstep of man must be washed by many tides before its trace ceases to alarm the animal and drive it from landing there should it approach for that purpose.

There are four principal methods of capturing the sea-otter, viz, by *surf-shooting*, by *spearing-surrounds*, by *clubbing*, and by *nets*.

The surf-shooting is the common method, but has only been in vogue among the natives a short time. The young men have nearly all been supplied with rifles, with which they patrol the shores of the island and inlets, and whenever a sea-otter's head is seen in the surf, a thousand yards out even, they fire, the great distance and the noise of the surf preventing the sea-otter from taking alarm until it is hit; and, in nine times out of ten, when it is hit, in the head, which is all that is exposed, the shot is fatal, and the hunter waits until the surf brings his quarry in, if it is too rough for him to venture out in his "bidarkie." This shooting is kept up now the whole year round.

The spearing-surround is the orthodox native system of capture, and reflects the highest credit upon them as bold, hardy

watermen. A party of fifteen or twenty bidarkies, with two men in each, as a rule, all under the control of a chief elected by common consent, start out in pleasant weather, or when it is not too rough, and spread themselves out in a long line, slowly paddling over the waters where sea-otters are most usually found. When any one of them discovers an otter, asleep, most likely, in the water, he makes a quiet signal, and there is not a word spoken or a paddle splashed while they are on the hunt. He darts toward the animal, but generally the alarm is taken by the sensitive object, which instantly dives before the Aleut can get near enough to throw his spear. The hunter, however, keeps right on, and stops his canoe directly over the spot where the otter disappeared. The others, taking note of the position, all deploy and scatter in a circle of half a mile wide around the mark of departure thus made, and patiently wait for the re-appearance of the otter, which must take place within fifteen or thirty minutes for breath; and as soon as this happens the nearest one to it darts forward in the same manner as his predecessor, when all hands shout and throw their spears, to make the animal dive again as quickly as possible, thus giving it scarcely an instant to recover itself. A sentry is placed over its second diving-wake as before, and the circle is drawn anew; and the surprise is often repeated, sometimes for two or three hours, until the sea-otter, from interrupted respiration, becomes so filled with air or gases that he cannot sink, and becomes at once an easy victim.

The coolness with which these Aleuts will go far out to sea in their cockle-shell kyacks, and risk the approach of gales that are as apt to be against them as not, with a mere handful of food and less water, is remarkable. They are certainly as hardy a set of hunters, patient and energetic, as can be found in the world.

The clubbing is only done in the winter-season, and then at infrequent intervals, which occur when tremendous gales of wind from the northward, sweeping down over Saanach, have about blown themselves out. The natives, the very boldest of them, set out from Saanach, and scud down on the tail of the gale to the far outlying rocks, just sticking out above surf-wash, where they creep up from the leeward to the sea-otters found there at such times, with their heads stuck into the beds of kelp to avoid the wind. The noise of the gale is greater than that made by the stealthy movements of the hunters, who, armed

each with a short, heavy, wooden club, dispatch the animals, one after another, without alarming the whole body, and in this way two Aleuts, brothers, were known to have slain seventy-eight in less than an hour and a half.

There is no driving these animals out upon land. They are fierce and courageous, and, when surprised by a man between themselves and the water, they will make for the sea, straight without any regard for the hunter, their progress, by a succession of short leaps, being very rapid for a small distance. The greatest care is taken by the sea-otter hunters on Saanach. They have lived in the dead of a severe winter six weeks at a time without kindling a fire, and with certain winds they never light one. They do not smoke, nor do they scatter or empty food-refuse on the beaches. Of all this I am assured by one who is perhaps the first white eye-witness of this winter-hunting, as he lived on the island through that of 1872-'73, and could not be induced to repeat it.

The hunting by use of nets calls up the strange dissimilarity existing now, as it has in all time past, between the practice of the Atka and Attou Aleuts and that of those of Ounalashka and the eastward, as given above. These people capture the sea-otter in nets, from 16 to 18 feet long and 6 to 10 feet wide, with coarse meshes, made nowadays of twine, but formerly of sinew.

On the kelp-beds these nets are spread out, and the natives withdraw and watch. The otters come to sleep or rest on these places, and get entangled in the meshes of the nets, seeming to make little or no effort to escape, paralyzed as it were by fear, and fall in this way easily into the hands of the trappers, who tell me that they have caught as many as six at one time in one of these small nets, and frequently get three. They also watch for surf-holes or caves in the bluffs, and, when one is found to which a sea-otter is in the habit of resorting, they set this net by spreading it over the entrance, and usually capture the animal.

No injury whatever is done to these frail nets by the sea-otters, strong animals as they are; only stray sea-lions destroy them. The Atka people have never been known to hunt sea-otters without nets, while the people of Ounalashka and the eastward have never been known to use them. The salt-water and kelp seem to act as a disinfectant to the net, so that the smell of it does not repel or alarm the shy animal.

## CHAPTER VI.

### THE CONDITION OF AFFAIRS ON THE SEAL ISLANDS, PRYBILOV GROUP.

#### THE DISCOVERY OF THE ISLANDS.

When the Russians first came into the country, in 1760-'65, the abundance of sea-otter skins and their immensely-greater value than that of any others found, caused very little attention to be paid to the skins of fur-seals or those of other animals; but the great diminution of otter-skins toward the end of 1777-'78 raised anew the question, often asked the natives but in vain, as to where the fur-seal bred, such numbers of them were seen every year in the spring passing north and in the autumn going south through the narrow channels, straits, &c., between the Aleutian Islands. This regular routine of travel followed by these animals every year pointed to some unknown breeding-ground in Bering Sea, and search was made for it, resulting in the discovery of the group under discussion, in 1786-'87, by Gehrman Prybilov, commanding a small schooner, and serving one of the twenty-eight different trading-companies and traders then about the Aleutian Archipelago. The islands were without population, or the traces even of human habitation.

The island of Saint George was first discovered and named after the little vessel commanded by Prybilov,\* and in the following year, July, 1787, the island of Saint Paul was noticed by the men stationed at Saint George looming on the northwest horizon, twenty-seven miles distant.

Prybilov endeavored to keep the discovery to himself, but in less than a month after his return to Onnalashka it was well known. The competition there was so lively, that as many as six companies established themselves at once on the Seal Islands, and a number of irregular visitors now and then appeared. The rapacity and shiftlessness of their management is well described by a Russian historian, from whom I have translated extracts bearing upon this subject, and which will be found in its proper

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\* Prybilov died at Sitka while in command of the ship "Three Saints," March, 1796.

place. In 1799 the Russian American Company received the monopoly of all Alaska, and it at once organized a colony of "one hundred and thirty-seven souls" at Sitka and Ounalashka, principally natives of the latter place, and planted the settlements which still exist on the islands, and after many years of most faulty management of the sealing business they came to regard it with so good an eye to its preservation and perpetuation, that their rules and regulations in regard to these points are still in force, no subsequent observation having suggested an improvement on them until the date of the writer's arrival on the islands, April, 1872.

Too much credit cannot be given to certain agents of the old Russian company, and a countryman of ours, in 1868-'69,\* who have by their attention and action saved this most interesting and valuable exhibition of animal life from the wanton, improvident destruction which has been visited upon the great fur-seal rookeries of the Southern Ocean.

The fact that the fur-seals frequent these islands, and those of Bering and Copper, on the Russian side, to the exclusion of all other land, is at first a little singular; but when we come to examine the subject we find that these animals, when they come out to lie two or three months on the land, as they must do by their habit during the breeding-season, require a cool, moist atmosphere; also, firm and dry land, or dry rock, upon which to take their positions and remain for the season; if the rookery-ground is hard and flat, puddles are formed, making a slime, which very quickly takes the hair off the animals; hence they carefully avoid any such landing. If they occupy a sandy shore, the rain beats the sand into their large, sensitive eyes, and into their fur, so that they are obliged from irritation to leave. The Seal Islands now under discussion offer very remarkable advantages for landing, especially Saint Paul, where the ground of basaltic rock and of volcanic tufa or cement slopes up gradually from the sea, making a suitable resting-place for millions of these intelligent animals, which lie out here two and three months every year in perfect peace and contentment.

There is no ground of this character offered elsewhere in the country, on the Aleutians, on the mainland, or on Saint Matthew's, or Saint Lawrence; the latter islands were surveyed during the past season to settle this question, and the notes will be found in the appendix.

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\* H. M. Hutchinson.

## I. DESCRIPTION OF THE ISLANDS.

The Prybilov group of fur-seal islands occupy the most isolated portion of any land in Bering Sea, the three nearest land-points to them being nearly equidistant; Saint Matthew's and Nunivok Islands, Cape Newenham, on the mainland, and Ounalashka Island, all about one hundred and eighty miles off; and in this location ocean-currents from the great Pacific, to the southward, warmer than the normal temperature of their latitude, ebb and flow around them on their way to the Arctic and elsewhere, and give rise in this way during the summer months and early autumn to constant thick, humid fogs and drizzling mists which hang in heavy banks over the islands and sea, seldom breaking away to indicate a pleasant day.

By the middle or end of October, high, cold winds carry off the moisture and clear up the air, and by the end of January or early in February, usually bring down from the north and northwest great fields of broken ice, not very heavy or thick, but still covering the whole surface of the sea, shutting in the land completely, and hushing the wonted roar of the surf for a month or six weeks at a time. In exceptionally cold seasons, for three and even four months the coast will be ice-bound; and winters, on the other hand, occur, like the last one, (1873-'74,) in which not even the sight of an ice-floe was recorded, and there was very little skating on the little lakes, but this is not often the case. The breaking up of winter-weather usually commences about the first week in April, the ice beginning to leave or dissolve at that time or a little later, so that by the 1st or the 5th of May generally, the beaches and rocky sea-margins are clear and free from ice and snow; although snow occasionally lies in gullies and leeward hill-slopes, where it has drifted during the winter, until the end of July and middle of August. Fog, damp, thick, and heavy, closes in about the end of May, and this, the usual sign of summer, holds on steadily until the middle or end of October.

The periods of change are exceedingly irregular in autumn and spring, but in summer the uniformity of the weather, with cool, moist, shady, gray fog, is constant, and to this certainty of favorable climate, coupled with the perfect isolation and exceeding fitness of the ground, is due, without doubt, the preference for it manifested by the warm-blooded animals which come here every year, to the practical exclusion of all other ground, in thousands and hundreds of thousands, to breed.

The climate of these islands has received careful attention, as will be seen by reference to the report of Mr. Charles P. Fish, of the United States Signal-Service, to which reference may be made for more detailed information upon the subject. I simply remark here that the winter of 1872-'73 was one of great severity, and, according to the natives, such as is very seldom experienced; but cold as it was, however, the lowest marking by thermometer was but  $12^{\circ}$  Fahrenheit below zero, and that for a few hours only during a day in February, while the mean of the month was  $18^{\circ}$  above. The coldest month, March, gave a mean of  $12^{\circ}$  above, while the mean of a usual winter is no lower than  $22^{\circ}$  or  $26^{\circ}$ ; but the high north winds which I experienced during that winter were blowing more than three-fourths of the time, and made all outdoor exercise impracticable. On a day in March, for example, its velocity was at the rate of eighty-eight miles per hour, with as low a temperature as  $-4^{\circ}$ ! With a wind blowing but twenty or twenty-five miles an hour, at a much higher temperature, as at  $15^{\circ}$  or  $16^{\circ}$  above zero, it is necessary to be most thoroughly wrapped up to guard against freezing, if any journey is to be made on foot.

There are here, virtually, but two seasons, winter and summer. To the former belong November and the following months up to the end of April, with a mean of  $20^{\circ}$  to  $28^{\circ}$ , while the transition to summer is but a slight elevation in temperature, only  $15^{\circ}$  to  $20^{\circ}$ ; of the summer months July is perhaps the warmest, usually with a mean of  $46^{\circ}$  to  $56^{\circ}$  in ordinary seasons.

It is astonishing how rapidly snow melts here at a single degree above freezing, and after several consecutive days in April or May at  $34^{\circ}$  and  $36^{\circ}$ , grass begins to grow, even if it be under melting drifts and the frost is many feet in depth under it. In the appendix I have placed a table, compiled from the report of Mr. Fish, above referred to, as interesting in showing the character of a very severe winter on the Seal Islands.

The formation of these islands was recent, geologically speaking, and due to direct volcanic agency, which lifted them abruptly though gradually from the sea-bed, building upon them below the water's-level as they rose, and subsequently above, by spout-holes or craters, from which water-puddled breccia and volcanic ashes and tufa were thrown. Soon after the elevation and deposition of the igneous matter, all volcanic action must have ceased, though the clearly blown-out throat and smooth, sharp-cut, funnel-like walls of a crater on Otter Island (one of

the group, six miles south of Saint Paul's) would seem to indicate quite recent action, and this is the only place on the Prybilov Islands where anything has been discharged from a crater at so late a date.

Since the period of the upheaval of the group under discussion the sea has done much to modify and enlarge the most important island, Saint Paul's, while the others, Saint George and Otter, being lifted abruptly above the power of water and ice to carry and deposit sand, soil, and bowlders, are but little changed.

SAINT PAUL'S ISLAND is the largest and far the most important and valuable of the whole group. Upon my first arrival there in April, 1872, I was surprised to find that no steps had been taken to obtain an accurate or even approximately correct idea of the size and shape of it. I at once set to work upon it, and give herewith as the result of this labor the first definite figures as to its dimension and area, together with a map showing the outline and topography, with special sketches of the area and position of each fur-seal "rookery" or breeding-ground.

The Reef Point of the island stands in latitude  $57^{\circ} 8'$  north, and west longitude  $170^{\circ} 12'$ , being the most southerly land. The island is in its greatest length, between northeast and southwest points, 13 miles air-line, and in greatest width a little less than six. It has a superficial area of about 33 square miles, or 21,120 acres, of diversified, rough, and rocky uplands, small, rounded hills, which either set down boldly to the sea, or fade into wet, mossy flats and dry drifting sand-dune tracts. It has 42 miles of shore-line,  $16\frac{1}{2}$  of which are used by the fur-seals *en masse*.

At the time of its first upheaval above the sea it must have presented the appearance of ten or twelve little rocky-bluff islets or points, upon some of which were craters, vomiting breccia and cinders, but with little or no lava overflowing; the plutonic power after this ceased to act, and the sea commenced the work of building on to the skeleton thus created, and to-day so thorough and successful has it been in its labor of sand-shifting, together with the aid of ice-floes, in their action of grinding, lifting, and shoving, that nearly all of the scattered islets, within the present area of the island, are completely bound together by bars of sand and bowlders, which are raised above the highest tides by winds that whirl the sand up



as it drives out from the wash of surf, and rocks lifted and pushed up by ice-fields.

The sand which plays so important a part in the formation of Saint Paul's Island, and which is almost entirely wanting on and around the others in this group, is largely composed of *Foraminifera*, together with *Diatomacea* mixed in with the volcanic base. It changes color like a chameleon as it passes from wet to dry, being a rich steely-black at the surf-margin, then drying out to a soft purplish brown and gray, succeeding to tints most delicate, of reddish and pale gray when warmed by the sun and drifting with the wind. The sand-dune tracts on this island are really attractive in the summer at certain times when the weather is pleasant; the most luxuriant grass and a variety of beautiful flowers exist in profusion on them.

As these sand and boulder bars were forming on Saint Paul's Island, in making across from inlet to inlet, they inclosed small collections of sea-water, thus giving rise to a number of lakes, which nearly all become fresh; in them are no reptiles or fish, but a great number of minute *Rotifera* sport about in all of them whenever the water is examined; several water-plants and algæ flourish, especially so in the large lake, which is very shallow.

The total absence of a harbor in the group is much to be regretted. The village of Saint Paul, as will be seen by reference to the map, is located so as to command the best landings that can be made from vessels during the prevalence of any winds other than southerly; from these there is no shelter for vessels, unless they run around to the north side, where they are unable to hold communication or to discharge. At Saint George matters are still worse, for all northerly, westerly, and easterly winds drive the shipping away from the village roadstead, and weeks often pass at either island before a cargo is landed at its destination. The approach to Saint Paul during thick weather is very hazardous, for the land is mostly low, and does not loom up like Saint George through the fog; there are, besides, numerous reefs making out, which are not found around the other island. Captain Baker carefully sounded out these localities last summer, while waiting for us, and I have placed the result of this valuable work on my chart, so that the next captain of a revenue-vessel coming here will be able to feel his way in with some degree of security.

SAINT GEORGE'S ISLAND is next in order of importance and

size, and in regard to its size, shape, &c., I found the same want of knowledge experienced at Saint Paul's; a survey, which I immediately made on my first arrival, June, 1873, gives to the island a length of not quite ten and a half miles by four and a quarter between points of the greatest width. It has an area of about twenty-seven square miles; has twenty-nine miles of coast-line, of which only two and a quarter are visited by the fur-seals, and which is, in fact all the eligible landing-ground afforded them by the structure of the island, which rises everywhere else, save at the village-front, abruptly from the water, which breaks boldly at the bases of the lofty cliffs all around. Nearly half of the shore-line of Saint Paul is a sand-beach, while on Saint George there is less than a mile of it all put together, viz, a few hundred yards in front of the village, the same extent at the Garden Cove, southeast side, and less than half a mile at Zapadnie, on the south side. Several thousand sea-lions hold exclusive though shy possession of half a mile of good landing on the east side.

"*Tolstoi Mees*," or East Cape, lies in north latitude  $56^{\circ} 37' 1''$ ,\* and the west end, or "*Dalnoi Mees*,"  $56^{\circ} 38' 3''$ ,\* with west longitudes of  $169^{\circ} 27''$ \* and  $169^{\circ} 44''$ \*, respectively, while the village, on the north shore, is in  $56^{\circ} 39' 16''$ .6,  $169^{\circ} 19' 6''$ .

On the north shore of the island, three miles west from the village, a grand bluff wall of basalt and tufa intercalated rises abruptly from the sea to a height of 920 feet at the reach of greatest elevation, and runs clear around the island to Zapadnie, a distance of some ten miles, without affording a single passage-way up from or down to the sea. Upon the innumerable ledges and in countless chinks and crannies millions of water-fowl breed during the summer-months.

The general elevation of Saint George, while not great, is on an average three times as great as that of Saint Paul, which is quite low, and slopes gently to the sea east and north. But Saint George rises abruptly, with exceptional spots for landing. The highest land on Saint George is 930 feet, and the summit of the high bluffs before mentioned; that on Saint Paul is *Boga Slov* Hill, 600 feet. All elevations on either island 10 or 12 feet above sea-level are rough and hummocky, with

\* These observations are taken from Russian authority, and are several miles out of the way, but the only ones available. That of the village was determined by Lieutenant Maynard last summer, July 10, and may be considered accurate.

the exception of the summits of a few cinder-hills. The supply of water is abundant and good. The only living stream of water on the Seal Islands is found on Saint George, a small clear brook that empties into the Garden Cove; but the area covered by fresh-water lakes on this island is very much less than that of Saint Paul.

Weathered out or washed from the basalt and pockets of olivine on the islands are aggregates of augite, seen most abundant on the summit slopes of Ahluebeyeh Hill, Saint George. Specimens from the stratified bands of old, friable, gray lavas, so conspicuous on the bluffs of the north shore of this island, show the existence of hornblende and vitreous feldspar in considerable quantity, while on the south shore, near the Garden Cove, is a large dike of a bluish and greenish-gray phonolitic rock, in which numerous small crystals of spinel are found. A dike with well-defined walls of old, close-grained clay-colored lava is close by the village of Saint George, about a quarter of a mile east from the landing, in the face of breccia bluffs that rise from the sea. It is the only example of its kind on these islands.

The foundations of the islands, all of them, are basalt, some compact, grayish-white, but most of them exceedingly porous and ferruginous; and upon this solid floor are many hills of brown and red basaltic tufas, cinder-heaps, &c. "Polovina Sopka," the second point in elevation on Saint Paul's, (550 feet,) is almost entirely built up of red scorix and breccia. The bluffs at the shore, "Polovina Point," show the hard basaltic underpinning upon which the hill rests. The tufas on both islands decompose and weather into fertile soil, which the severe climate renders useless. There is not a trace of a granitic or gneissic rock found *in situ*. Several metamorphic boulders have been collected, which were dropped upon the beaches by ice-floes, brought down by the strong northwesterners from the Asiatic coast.

The black-brown tufa and breccia bluffs at the East Landing, Saint Paul's Island, rise abruptly from the sea there 60 to 80 feet, with stratified horizontal bands of a light-gray calcareous conglomerate or cement, in which are imbedded sundry fossils characteristic of the Tertiary age, such as *Cardium grandicum*, *decoratum*, *Astarte pectuncula*, &c. This is the only locality in the Prybilov Islands where any paleontological evidence of their age can be found.

OTTER ISLAND ranks third in the group, and lies six miles south-southwest from the "Reef Point" of Saint Paul's Island. It is about a mile and a quarter in greatest length by less than half a mile in extreme width. The east, south, and west shores are bold and bluff, not to be approached by men, and hardly by seals, during rough weather; but the north shore, for most of its extent, rises quite gradually from the surf; the beach is, however, broken and rocky, with no sand. The highest point is the summit of the bluffs on the west end, some 300 feet. A small shallow lake lies near the north shore and landing; water impure and uncertain.

On this island there is no breeding-ground occupied by the fur-seals, but the non-breeding seals lie out here in large numbers off and on during the season.

WALRUS ISLAND, fourth and last, is of little or no commercial importance, but a very interesting spot—a mere table-rock, elevated but slightly above surf-wash, a quarter of a mile in length and a hundred yards in width, and, like Otter Island, has bold water all around, and, better still, entirely free from reefs or sunken rocks. It lies six miles south-southeast from northeast point of Saint Paul's. There is no fresh water on it.

It is not resorted to by the fur-seals, but several hundred male walrus (*Rosmarus*) are found here most of the year, and a few sea-lions breed there. On account of rough weather, fogs, &c., the island is seldom visited by the natives of Saint Paul, and then only during the egging-season, in June and July, when the island is literally swarming with breeding water-fowl.

The opportunity afforded here of seeing the strange walrus-herds to the very best advantage is not equaled by any other place in the Territory. Here can also be plainly seen the movements and habits of myriads of nesting water-fowl.

Vegetation on these islands, with the exception of the last named, such as it is, is fresh and luxuriant during the growing season of June and July and early August, but the beauty and economic value of trees and shrubbery seem to be denied to them by climatic conditions, though I am strongly inclined to believe that any of the hardy shrubs and trees indigenous at Sitka and Kodiak would grow here if transplanted properly on some of the southern hill-slopes most favored by soil, drainage, and position for shelter; but they would never mature their seed, owing to the want of sunlight to ripen, so that reproduc-

tion of their kind would not follow. There are, however, ten or twelve species of grasses growing in every variety, from close, curly, compact tufts on the seal-grounds, to tall stalks, standing in favorable seasons waist-high; the "wheat" of the north, (*Elymus*,) together with over a hundred varieties of annuals, perennials, sphagnum, cryptogamic plants, &c., all flourishing in their respective positions, and covering nearly every point upon which plants can grow with a living coat of the greenest of all greens, as there is not sunlight enough to ripen any deep tinge of yellow into it—so green that it gives a deep-blue tint to gray noonday shadows, contrasting pleasantly with the varied russets, reds, yellows, and grays of the lichen-covered rocks and the bronzed purple of the wild wheat on the sand-dune tracts in autumn, and the innumerable blue, yellow, pink, and white blossoms everywhere interspersed. Occasionally by looking closely into the thickest masses of verdure our common wild violet will be found. The floral display predominates greatly on Saint Paul, owing to the absence of the same extent of warm sand-dune country on the other islands.

By the end of August and first week in September of normal seasons, the small edible berries (*Empetrum nigrum* and *Rubus chamaemorus*) are ripe, which are found in considerable quantities, the former being small, watery, and black, about the size of an English or black currant, and the other resembling an unripe and partly-decayed raspberry. They are the only fruit afforded by the islands, and are of course keenly relished by the natives.

There are very few insects on the Seal Islands. A large flesh-fly appears during the summer in a striking manner, and settles upon the long grass-blades which flourish on the killing-grounds especially, settling by tens of millions, causing the vegetation over the whole slaughtering-field and vicinity to fairly droop to the earth as though beaten down by a tornado of wind and rain. Our common house-fly is not present, and those just mentioned never come into the dwellings unless by accident. It does not annoy man or beast. There are no mosquitoes. A small gnat flits about, inoffensive, taking shelter in the grass.

Aside from the seal-life on the Prybilov Islands, there are no indigenous mammalia with the exception of blue and white foxes, and the lemming, (*Myodes obensis*,) which latter is restricted, singularly enough, to the island of Saint George, where

it is exceedingly abundant. Its burrows and paths under and among the grassy hummocks and mossy flats literally checker every square rod of land there covered with this vegetation; and although Saint Paul's Island lies but twenty-nine miles to the northwest, not a single one of these active, curious little animals is found there.

The foxes (*Vulpes lagopus*) are also, of their kind, restricted to these islands, not being found elsewhere, except stray examples, which get cast away on the ice at Atton or Saint Matthew's, and find here among the countless chinks and crevices in the basaltic formation comfortable holes for their accommodation and retreat, feeding fat upon sick and pup seals, waterfowl, and eggs during the summer, and living through the winter upon the bodies of seals left upon the breeding-grounds and the carcasses upon the killing-fields.

The islands are as yet free from rats, but mice have been brought long ago in ships' cargoes, and are a great pest in the winter.

As might be inferred from their formation, these islands possess no mineral wealth of economic value whatever.

Stock cannot be profitably raised here; the proportion of severe winter is too great, as from three, at least, to perhaps six months of the year they would require feeding and watering, with good shelter. To furnish animals with hay and grain is a costly matter, and the dampness of the growing or summer season on both islands renders hay-curing impracticable.

Perhaps a few head of hardy Siberian cattle might pick up a living through a rough winter on the north shore of Saint Paul among the grassy sand-dunes there, with nothing more than shelter and water given them, but the care of them would hardly return expenses, as the winter-grazing ground would not support any great number of animals, it being less than two square miles in extent, and half of this area being unproductive.

I am strongly inclined to think that reindeer would make a successful issue with any struggle here that they might have for existence, and be the source of an excellent supply, summer and winter, of fresh meat for the agents of the Government and the company, who may be living upon the islands. The Russians, as well as the present occupants of the place, were in the habit of keeping, and still do keep, a few head of cattle, and a number of hogs and chickens throughout winters for table use,

but it is without profit, except as a luxury. The natives take their poultry into their houses, and relish their pork after the hogs have fed fat upon seal-carrion, and therefore it is profitable to them.

In the appendix will be found a detailed chapter upon the ornithology of these islands, but the great exhibition of pinnipedia preponderates over every other form of animal life. Still the spectacle of birds nesting and breeding, as they do on Saint George's Island, to the number of millions, flecking the high basaltic bluffs, (a shore-line of that character twenty miles in length,) black, brown, and white, as they perch or cling to the cliffs in the labor of incubation, is a sight of exceeding interest and constant novelty, affording the naturalist opportunity for investigation into the most minute details of the reproduction of these vast flocks of circumboreal water-fowl. Saint Paul's Island, owing to the low character of its shore-line, a large portion of which is but slightly elevated above the sea and is sandy, is not visited by such myriads of birds as are seen at Saint George; but the small rock, Walrus Island, is fairly covered with sea-fowls, and the Otter Island bluffs are crowded to their utmost. The variety in these millions of breeding-birds is not great, since it consists of only ten or twelve names, and the whole list belonging to the Prybilov Islands, stragglers and migratory, contains but forty species. Conspicuous among the last-named class is the robin, which was brought from the mainland, evidently against its own will, by a storm or gale of wind, as must also be the case with the solitary hawks and owls occasionally noticed here.

After the dead silence of a long ice-bound winter, the arrival in the spring of large, noisy flocks of "choochkies" (*Phalaris microceros*) is most cheerful and interesting. These are bright, fearless little birds, with bodies generally plump and fat, and come usually in chattering flocks by the 1st to the 5th of May. They are caught by the people, to any number required, in hand scoop-nets, as they fly to and from their nests, made in the cliffs and among boulders. They are succeeded about the 20th July by large flocks of fat, red-legged turnstones, likewise edible, (*Streptilas interpres*), which come in suddenly from the west or north, where they have been breeding, and stop on the islands for a month or six weeks, to feed fat upon the flesh-flies and their eggs, which swarm over the killing-grounds; these handsome, red-legged birds go familiarly among the seals,

chasing flies, gnats, &c. They are followed, as they leave in September, by several species of jacksnipe, (*Fringa* and *Charadrius*), which, however, depart by the end of October and early in November, and when winter fairly closes in upon the islands, the loud roaring, incessant seal-din, together with the screams and darkening flight of innumerable water-fowl, are replaced by absolute silence, marking out, as it were, in lines of sharp and vivid contrast, summer's life and winter's death.

I have been unable to discover a single representative of the reptiles on the islands, and a small list only of the fishes and molluscs rewarded the most careful search. The presence of such great numbers of seals in the water about the islands during five and six months of every year renders all fishing abortive, unless expeditions are made seven or eight miles, at least, from the land, with the exception of halibut, which the natives capture within two or three miles of the reef-point and south shore during July and August; but the weather is usually, after this season, too stormy and cold for the fishermen to venture in their bidarkies during the fall or spring.

## II. THE NUMBERS OF FUR-SEALS WHICH ANNUALLY VISIT THE ISLANDS.

Until my arrival on the Seal Islands, April, 1872, no steps had been taken toward ascertaining the extent or the importance of these interests of the Government by either the Treasury agent in charge, or the agent of the company leasing the islands. This was a matter of no especial concern to the latter, but was of the first importance to the Government. It had, however, failed to obtain a definite knowledge upon the subject, on account of the inaccurate mode of ascertaining the number of the seals which had been adopted by its agent, who relied upon an assumption of the area of the breeding "rookeries," but who never took the trouble to ascertain the area and position of these great seal-grounds intrusted to his care.

After a careful study of the subject during two whole seasons, and a thorough review of it during this season of 1874, in company with my associate, Lieutenant Maynard, I propose to show plainly and in sequence the steps which have led me to a solution of the question as to the number of fur-seals on the Prybilof Islands, together with the determination of means by which the agent of the Government will be able to correctly report upon the condition of the seal-life from year to year.



At the close of my investigation for the season of 1872, the fact became evident that the breeding-seals obeyed implicitly a fine, instinctive *law of distribution*, so that the breeding-ground occupied by them was always covered by seals in an exact ratio, greater or less, to the area to be held; that they always covered the ground evenly, never crowding in at one place and scattering at another; that the seals lay just as thickly together where the rookery was a small one of only a few thousand, as at Naspeel, near the village, as they did where a million of them came together, as at Northeast Point.

This fact being determined, it is at once plain *that just as the breeding-grounds of the fur-seal on these islands expand or contract in area from their present dimensions, so the seals will have increased or diminished.*

Impressed, therefore, with the necessity and the importance of obtaining the exact area and position of these breeding-grounds, I surveyed them in 1872-'73 for that purpose, and resurveyed them this season of 1874; the result has been carefully drawn and plotted out, as presented in the accompanying maps.

The time for taking these boundaries of the rookeries is during the week of their greatest expansion, or when they are as full as they are to be for the season, *and before the regular system of compact, even organization breaks up*, the seals then scattering out in pods or clusters, straying far back, the same number covering then twice as much ground in places as they did before, when marshaled on the rookery-ground proper; the breeding-seals remain on the rookery perfectly quiet and *en masse* for a week or ten days during the period of greatest expansion, which is between the 10th and 20th of July, giving ample time for the agent to correctly note the exact boundaries of the area covered by them; this step on the part of the Government officer puts him in possession every year of exact data upon which to base a report as to the condition of the seal-life, as compared with the year or years previous. In this way my record of the precise area and position of the fur-seal breeding-grounds on Saint Paul's Island in the season of 1872, and that of Saint George in the season of 1873, correctly serves as a definite basis for all time to come upon which to found authoritative reports from year to year as to any change, increase, or diminution of the seal-life. It is, therefore, very important that the Government should have an agent in charge of these novel and valuable interests who is capable, by virtue of education

and energy, to correctly observe and report the area and position of the rookeries year by year.

With a knowledge of the superficial area of these breeding-grounds, the way is opened to a very interesting calculation as to the number of the fur-seals upon them. For an estimate based apparently upon good foundations, the following is the plan by which I have been guided:

When the adult males and females (fifteen of the latter to every one of the former) all arrive upon the rookery, I think a space a little less than two feet square to each female is a large one for that required by each animal, in obedience to its habit, and may safely be said to be under the mark; now, *every female or "cow" on its two feet square doubles herself*, that is, *brings forth her young*, and in a few days, or about a week after its birth, she visits the water, and is not one-quarter of the time on land again during the season. In this way it is clear that the female seals *almost double their number* on the rookery-grounds without causing the expansion of the same beyond the limits that would be required by the adults alone; for every 100,000 breeding-seals will be found to consist of more than 85,000 females and less than 15,000 males, and in a few weeks after the landing of the females, they will show about 180,000 males, females, and *young*, on the same area of ground occupied previous to the birth of the "pups."

Now the males, being treble and quadruple the size of the females, require about four feet square for their use on this same ground, but as they are less than one-fifteenth the number of the females, they therefore occupy only one-eighth of the breeding-ground of the 100,000 supposed, and this surplus area of the males is more than balanced by the 15,000 to 20,000 virgin females which come on to this breeding-ground for the first time to meet the males; they come, rest a few days or a week, and retire, leaving no young to show their presence on the island. Taking all these points into consideration, I quite safely calculate upon two square feet to every animal, big and little, on the breeding-grounds. Without following this system of computation, a person may look over these swarming myriads of seals, guessing vaguely and wildly at any number, from one million up to six or seven.

Below are the figures made from my survey of the area and position of the breeding-grounds of the fur-seal on Saint Paul's

Island, July 10-18, 1872. It is the first survey ever made on the island :

Seals—♂ ♀ 0

"Novastoshnah," or Northeast Point, has 15,840 feet of sea-margin, with 150 feet of average depth, making ground for .....	1, 200, 000
"Polavina" Rookery has 4,000 feet of sea-margin, with 150 feet of average depth, making ground for .....	300, 000
"Lukannon" Rookery has 2,270 feet of sea-margin, with 150 feet of average depth, making ground for .....	170, 000
"Keetavie" Rookery has 2,200 feet of sea-margin, with 150 feet of average depth, making ground for .....	165, 000
"Reef" Rookery has 4,016 feet of sea-margin, with 150 feet of average depth, making ground for ....	301, 000
"Garbutch" Rookery has 3,660 feet of sea-margin, with 100 feet of average depth, making ground for .....	183, 000
"Nahspeel" or Village Rookery has 400 feet of sea-margin, with 40 feet average depth, making ground for .....	8, 000
"Lagoon" Rookery has 750 feet of sea-margin, with 100 feet of average depth, making ground for ....	37, 000
"Tolstoi" Rookery has 3, 000 feet of sea-margin, with 150 feet of average depth, making ground for .....	225, 000
"Zapadnie" Rookery has 5,880 feet of sea-margin, with 150 feet of average depth, making ground for .....	441, 000

A grand total for Saint Paul's Island of males, females, and young, of..... 3, 030, 250

The breeding-grounds on Saint George's Island, surveyed July 12-15, 1873, gave the following figures; also the first survey ever made here :

"Eastern" Rookery has 900 feet of sea-margin, with 60 feet of average depth, making ground for ....	25, 000
"Little Eastern" Rookery has 750 feet of sea-margin, with 40 feet of average depth, making ground for .....	13, 000.
"North" Rookery has 2,000 feet of sea-margin, with 25 feet of average depth, making ground for ....	25, 000

"North" Rookery has 750 feet of sea-margin, with 150 feet of average depth, making ground for....	52, 000
"Starry Ateel" Rookery has 500 feet of sea-margin, with 125 feet of average depth, making ground for.....	30, 420
"Zapadni" Rookery has 600 feet of sea-margin, with 60 feet of average depth, making ground for.	18, 000

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A grand total for Saint George's Island of males, females, and young, of..... 163, 420

These figures show a grand total of 3,193,670 breeding-seals and their young, and *this aggregate is entirely exclusive of the great numbers of the non-breeding seals*, which are never permitted to come upon the same ground with the females by the males in charge. This class of seals, to which the killing is confined, come up on the land and sea-beach between the rookeries, going to and from the sea at irregular intervals during the season. It has no systematic, definite method, like the breeding-class, of filling up to certain bounds and keeping so for several weeks at a time, and is, therefore, beyond reach for ground upon which to found calculation, and I can only give an estimate based upon my close observation with especial reference to this subject, and this is my conclusion :

The *non-breeding seals*, consisting of all the yearlings and all the males under six or seven years, seem nearly equal in number to the breeding-seals, and I put them down at 1,500,000 as a fair estimate, and make the sum of the seal-life on the Prybilov Islands over *four million seven hundred thousand*.

The seals after leaving these islands in the autumn and early winter do not visit land again until the time of return, next April, May, and June, to the grounds here, or those of the Russian "Copper" and "Bering" Islands. They spread themselves out over the vast North Pacific, following schools of fish, or frequenting shoals and banks where an abundance of fishy food is found. They can sleep with the greatest comfort and soundness on the surface of the water, and in this state they are often surprised by the natives of the northwest coast, all the way up and down, from the Columbia River to Bering Sea. On the killing-grounds at Saint George, June, 1873, the natives would frequently call my attention to seals that they were skinning, in which buck-shot were imbedded and encysted just under the

hide in the blubber. From one animal fifteen shot were taken, and the holes which they must have made in the skin were entirely healed so as not to leave a scar. These bullets were undoubtedly received from the natives of the northwest coast, anywhere between the Straits of Fuca and the Aleutian Islands, used by them in attempting the capture of the animals some season or seasons previously. A small number of seals, not definitely known, however, are taken by the Indians every year along the coasts above mentioned, who surprise them while soundly asleep in the water, either by shooting or spearing. The number taken in this way every year will not average 5,000; some seasons more, some seasons less.

That these animals are preyed upon extensively by killer-whales, (*Orca gladiator*), sharks, and other foes now unknown, is at once evident; for were they not held in check by some such cause, they would quickly multiply to so great an extent that Bering Sea itself could not contain them, and the present annual killing of one hundred thousand out of a yearly surplus of over a million males does not, in an appreciable degree, diminish the seal-life, or interfere in the slightest with its regular perpetuation on the breeding-grounds every year. We may properly look upon this number of four and five millions of fur-seals, as we see them here every year on these islands, as the maximum limit of increase assigned by natural laws. I think I make this clear in my chapter upon the habits of these valuable and interesting animals, without a knowledge of which it is not possible for any one to fully appreciate the truth of these generalizations. Before, however, the subject of the possible increase or diminution of the seal-life is taken up for discussion, it is best to consider the—

### III. MANNER IN WHICH THE SEALS ARE ANNUALLY TAKEN.

*Taking the seals.*—By reference to the habits of the fur-seal, it is plain that two-thirds of all the males that are born (and they are equal in number to the females born) are never permitted by the remaining third, strongest by natural selection, to land upon the same ground with the females, which always herd together *en masse*. Therefore, this great band of bachelor seals, or “holluschickie,” is compelled, when it visits land, to live apart entirely, miles away frequently, from the breeding-grounds, and in this admirably perfect manner of nature are those seals which can be properly killed without injury

to the rookeries selected and held aside, so that the natives can visit and take them as they would so many hogs, without disturbing in the slightest degree the peace and quiet of the breeding-grounds where the stock is perpetuated.

The manner in which the natives capture and drive the holuschickie up from the hauling-grounds to the slaughtering-fields near the villages and elsewhere, cannot be improved upon, and is most satisfactory.

In the early part of the season large bodies of the young bachelor seals do not haul up on land very far from the water, a few rods at the most, and the men are obliged to approach slyly and run quickly between the dozing seals and the surf, before they take alarm and bolt into the sea, and in this way a dozen Aleuts, running down the long sand-beach of English Bay, some driving-morning early in June, will turn back from the water thousands of seals, just as the mold-board of a plow lays over and back a furrow of earth. As the sleeping seals are first startled they arise, and seeing men between them and the water, immediately turn, lope and scramble rapidly back over the land; the natives then leisurely walk on the flanks and in the rear of the drove thus secured, and direct and drive them over to the killing-grounds.

A drove of seals on hard or firm grassy ground, in cool and moist weather, may with safety be driven at the rate of half a mile an hour; they can be urged along with the expenditure of a great many lives in the drove, at the speed of a mile or a mile and a quarter even per hour, but this is highly injudicious and is seldom ever done. A bull-seal, fat and unwieldy, cannot travel with the younger ones, but it can lope or gallop as it were over the ground as fast as an ordinary man can run for a hundred yards, but then it falls to the earth supine, utterly exhausted, hot and gasping for breath.

The seals, when driven thus to the killing-grounds, require but little urging; they are permitted to frequently halt and cool off, as heating them injures their fur; they never show fight any more than a flock of sheep would do, unless a few old seals are mixed in, which usually get so weary that they prefer to come to a stand-still and fight rather than to move; this action on their part is of great advantage to all parties concerned, and the old fellows are always permitted to drop behind and remain, for the fur on them is of little or no value, the pelage very much shorter, coarser, and more scant than in the

younger, especially so on the parts posteriorly. This change in the condition of the fur seems to set in at the time of their shedding, in the fifth year as a rule.

As the drove progresses the seals all move in about the same way, a kind of a walking-step and a sliding, shambling gallop, and the progression of the whole body is a succession of starts, made every few minutes, spasmodic and irregular. Every now and then a seal will get weak in the lumbar region, and drag his posterior after it for a short distance, but finally drops breathless and exhausted, not to revive for hours, days perhaps, and often never. Quite a large number of the weaker ones, on the driest driving-days, are thus laid out and left on the road; if one is not too much heated at the time, the native driver usually taps the beast over the head and removes its skin. This will happen, no matter how carefully they are driven, and the death-loss is quite large, as much as 3 or 4 per cent. on the longer drives, such as three and four miles, from Zapadnië or Polavina to the village on Saint Paul's, and I feel satisfied that a considerable number of those rejected from the drove and permitted to return to the water die subsequently from internal injuries sustained on the drive from overexertion. I therefore think it improper to extend drives of seals over any distance exceeding a mile or a mile and a half. It is better for all parties concerned to erect salt-houses and establish killing-grounds adjacent to all of the great hauling-grounds on Saint Paul's Island should the business ever be developed above the present limit. As matters now are, the ninety thousand seals belonging to the quota of Saint Paul last summer were taken and skinned in less than forty days within one mile from either the village, or salt-house on North-east Point.

*Killing the seals.*—The seals when brought up to the killing-grounds are herded there until cool and rested; then squads or "pods" of fifty to two hundred are driven out from the body of the drove, surrounded and huddled up one against and over the other, by the natives, who carry each a long, heavy club of hard wood, with which they strike the seals down by blows upon the head; a single stroke of a heavy oak bludgeon, well and fairly delivered, will crush in at once the slight, thin bones of a seal's skull, laying the creature out lifeless; these strokes are usually repeated several times with each animal, but are very quickly done.

The killing-gang, consisting usually of fifteen or twenty men at a time, are under the supervision of a chief of their own selection, and have, before going into action, a common understanding as to what grades to kill, sparing the others which are unfit, under age, &c., permitting them to escape and return to the water as soon as the marked ones are knocked down; the natives then drag the slain out from the heap in which they have fallen, and spread the bodies out over the ground just free from touching one another so that they will not be hastened in "heating" or blasting, finishing the work of death by thrusting into the chest of each stunned and senseless seal a long, sharp knife, which touches the vitals and bleeds it thoroughly; and if a cool day, another "pod" is started out and disposed of in the same way, and so on until a thousand or two are laid out, or the drove is finished; then they turn to and skin; but if it is a warm day, every "pod" is skinned as soon as it is knocked down.

This work of killing as well as skinning is performed very rapidly; for example, forty-five men or natives on Saint Paul's during June and July, 1872, in less than four working-weeks drove, killed, skinned, and salted the pelts of 72,000 seals.

The labor of skinning is exceedingly severe, and is trying to an expert, requiring long practice before the muscles of the back and thighs are so developed as to permit a man to bend down to and finish well a fair day's work.

The body of the seal, preparatory to skinning, is rolled over or put upon its back, and the native makes a single swift cut through the skin down along the neck, chest, and belly, from the lower jaw to the root of the tail, using for this purpose a large, sharp knife. The fore and hind flippers are then successively lifted, and a sweeping circular incision is made through the skin on them just at the point where the body-fur ends; then, seizing a flap of the hide on either one side or the other of the abdomen, the man proceeds to rapidly cut the skin clean and free from the body and blubber, which he rolls over and out from the skin by hauling up on it as he advances with his work, standing all the time stooping over the carcass so that his hands are but slightly above it or the ground. This operation of skinning a fair-sized seal takes the best men only a minute and a half, but the average time on the ground is about four minutes.

Nothing is left of the skin upon the carcass save a small



patch of each upper lip, on which the coarse mustache grows, the skin on the tip of the lower jaw, the insignificant tail, together with the bare hide of the flippers.

The blubber of the fur-seal is of a faint yellowish white, and lies entirely between the skin and the flesh, none being deposited in between the muscles. Around the small and large intestines a moderate quantity of hard, firm fat is found. The blubber possesses an extremely offensive, sickening odor, difficult to wash from the hands. It makes, however, a very fair oil for lubricating, burning, &c.

The flesh of the fur-seal, when carefully cleaned from fat or blubber, can be cooked, and by most people eaten, who, did they not know what it was, might consider it some poor, tough, dry beef, rather dark in color and overdone. That of the pup, however, while on the land and milk-fed, is tender and juicy but insipid.

The skins are taken from the field to the salt-house, where they are laid out open, one upon another, "hair to fat," like so many sheets of paper, with salt profusely spread upon the fleshy sides, in "kenches" or bins. After lying a week or two salted in this style they are ready for bundling and shipping, two skins to the bundle, the fur outside, tightly rolled up and strongly corded, having an average weight of twelve, fifteen, and twenty-two pounds when made up of two, three, and four year old skins respectively.

The company leasing the islands are permitted by law to take one hundred thousand, and no more, annually; this they do in June and July; after that season the skins rapidly grow worthless by shedding, and do not pay for transportation and tax. The natives are paid forty cents a skin for the catch, and keep a close account of the progress of the work every day, as it is all done by them, and they know within fifty skins, one way or the other, when the whole number have been secured each season. This is the only occupation of some three hundred and fifty people here, and they naturally look well after it. The interest and close attention paid by these Aleuts on both islands to this business was both gratifying and instructive to me while stationed there.

The common or popular notion regarding seal-skins is that they are worn by those animals just as they appear when offered for sale. This is a very great mistake; few skins are less attractive than the seal-skin as it is taken from the creature. The fur is not visible, concealed entirely by a coat of stiff over-

hair, dull gray, brown, and grizzled. The best of these raw skins are worth only \$5 to \$10, but after dressing they bring from \$25 to \$40; and it takes three of them to make a lady's sack and boa. In order that it may be apparent that there is reason for this great advance in price over the raw quotation, I take great pleasure in submitting a description of the process, kindly furnished me by a leading furrier practically and skillfully conversant with the subject, probably the only person in the country long familiar with it. His communication is as follows :

*"ALBANY, October 22, 1874.*

"SIR : The Alaska Commercial Company sold in London, December, 1873, about sixty thousand skins taken from the islands leased by our Government of the catch of 1873. The remainder of the catch, about forty thousand, were sold in March. This company have made the collection of seal from these islands much more valuable than they were before their lease, by the care used by them in curing the skins, and taking them only when in season. We have worked this class of seal for several years—when they were owned by the Russian American Fur Company, and during the first year they were owned by our Government.

"When the skins are received by us in the salt, we wash off the salt, placing them upon a beam somewhat like a tanner's beam, removing the fat from the flesh-side with a beaming-knife, care being required that no cuts or uneven places are made in the pelt. The skins are next washed in water and placed upon the beam with the fur up, and the grease and water removed by the knife. The skins are then dried by moderate heat, being tacked out on frames to keep them smooth. After being fully dried, they are soaked in water and thoroughly cleansed with soap and water. In some cases they can be un-haired without this drying-process, and cleansed before drying. After the cleansing-process they pass to the picker, who dries the fur by stove-heat, the pelt being kept moist. When the fur is dry he places the skin on a beam, and while it is warm he removes the main coat of hair with a dull shoe-knife, grasping the hair with his thumb and knife, the thumb being protected by a rubber cob. The hair must be pulled out, not broken. After a portion is removed the skin must be again warmed at the stove, the pelt being kept moist. When the outer hairs have been mostly removed, he uses a beaming-knife to work out the finer hairs, (which are shorter,) and the

remaining coarser hairs. It will be seen that great care must be used, as the skin is in that soft state that too much pressure of the knife would take the fur also; indeed, bare spots are made; carelessly-cured skins are sometimes worthless on this account. The skins are next dried, afterward dampened on the pelt side, and shaved to a fine, even surface. They are then stretched, worked, and dried; afterward softened in a fulling-mill, or by treading them with the bare feet in a hogshead, one head being removed and the cask placed nearly upright, into which the workman gets with a few skins and some fine, hard-wood sawdust, to absorb the grease while he dances upon them to break them into leather. If the skins have been shaved thin, as required when finished, any defective spots or holes must now be mended, the skin smoothed and pasted with paper on the pelt-side, or two pasted together to protect the pelt in dyeing. The usual process in the United States is to leave the pelt sufficiently thick to protect them without pasting.

"In dyeing, the liquid dye is put on with a brush, carefully covering the points of the standing fur. After lying folded, with the points touching each other, for some little time, the skins are hung up and dried. The dry dye is then removed, another coat applied, dried, and removed, and so on until the required shade is obtained. One or two of these coats of dye are put on much heavier and pressed down to the roots of the fur, making what is called the ground. From eight to twelve coats are required to produce a good color. The skins are then washed clean, the fur dried, the pelt moist. They are shaved down to the required thickness, dried, working them some while drying, then softened in a hogshead, and sometimes run in a revolving-cylinder with fine sawdust to clean them. The English process does not have the washing after dyeing.

"I should perhaps say that, with all the care used, many skins are greatly injured in the working. Quite a quantity of English dyed seal were sold last season for \$17, damaged in the dye.

"The above is a general process, but we are obliged to vary for different skins; those from various parts of the world require different treatment, and there is quite a difference in the skins from the Seal Islands of our country—I sometimes think about as much as in the human race.

"Yours, with respect,

"GEO. C. TREADWELL & CO.

"H. W. ELLIOTT, Esq."

From this subject of the manner in which the sealing-business is conducted on the islands and elsewhere, we naturally turn to the—

#### IV . PRESENT CONDITION OF THE SEAL-LIFE AND ITS VALUE.

A question frequently asked in regard to these islands is this: "At the present rate of killing the seals, it will not be long before they are exterminated; how much longer will they last?" The answer is, that as long as matters are conducted on the Seal Islands as they now are, one hundred thousand male seals, under the age of five years and over one, may be safely taken every year without the slightest injury to the regular birth-rate or natural increase, provided the animals are not visited by any plague or pestilence, or any such abnormal cause for their destruction, beyond the control of man, and to which, like any other great body of animal life, they must ever be subject.

From my calculations already given it will be seen that a million "pups," or young seals, are born upon these islands every year. Of this million, one-half are males. These 500,000 young males leave the islands for sea, when they are between five and six months old, very fat and hearty, having suffered but a trifling loss in number (about 1 per cent.) while on and about the islands, about which there are no enemies whatever; but after they get well down into the Pacific in quest of food, they form the most helpless of their kind to resist or elude sharks, killers, &c., and they are so diminished in number by these natural enemies, that when they return to the Prybilov Islands in the following year, July, they will not present more than one-half of the number with which they left the ground of their birth the previous season; that is, 250,000. By this time these survivors of last year's birth have become strong, active swimmers, and when they leave again, as before, in the fall, they are as able as any others of their older classes to take care of themselves, and at least 225,000 of them safely return in the second season after birth, and are very slightly diminished after that during their natural lives of fifteen to twenty years each; and the same will hold good with the females.

Now, the number of bulls required for the annual stock of 225,000 virgin cows, to be saved for this service every year, is by their law and habit *only one-fifteenth of the number of cows, as on all the breeding-grounds one male will have on an average*

fifteen cows; but to make sure that we save two-year-old bulls enough every season, we will more than double this proportion and set aside *one-fifth* of the young males in question, and that will leave 180,000 seals in good condition that can be safely killed every year without the slightest injury to the perpetuation of the stock itself.

In the above showing I have put the largest estimate upon the loss sustained at sea by the youngest seals, too large I am morally certain, but I wish to place the matter in the very worst light in which it can be put, and to give the seals the full benefit of every doubt.

With regard to the *increase* of the seal-life, I do not think it within the power of human management to promote this end to the slightest appreciable degree beyond its present extent and condition in a state of nature; for it cannot fail to be evident, from my detailed description of the habits and life of the fur-seal on these islands during a great part of the year, that could man have the same supervision and control over this animal during the *whole* season which he has at his command while they visit the land, he might cause them to multiply and increase, as he would so many cattle, to an indefinite number, only limited by time and means; but the case in question, unfortunately, takes the fur-seal six months out of every year far beyond the reach, or even cognizance, of any one, where it is exposed to known powerful and destructive natural enemies, and many others probably unknown, which prey upon it, and, in accordance with a well-recognized law of nature, keep it at about a certain number which has been for ages, and will be for the future, as affairs now are, *its maximum limit of increase*. This law holds good everywhere throughout the animal kingdom, regulating and preserving the equilibrium of life in a state of nature. Did it not hold good, these Seal Islands and all Bering Sea would have been literally covered, and have swarmed with them long before the Russians discovered them; but there were no more seals when first seen here by human eyes in 1786-'87 than there are now, in 1874, as far as all evidence goes.

With reference to the amount of ground covered by the seals when first discovered by the Russians, I have examined every foot of the shore-line of both islands, where the bones, &c., might be lying on any deserted ground since then, and, after carefully surveying the new ground now occupied by the seals,

and comparing this area with that which they have deserted, I feel justified in stating that, for the last twelve or fifteen years at least, the fur-seals on these islands have not diminished, nor have they increased as a body to any noteworthy degree; and during all this time the breeding-grounds have never been disturbed, and they have been living in a perfectly quiet and natural condition. Without some natural check upon this life, with a million of young born every year, during the last ten at least, the annual taking of a hundred thousand males would not in the slightest degree retard the increase which would set in at once were it not for this check aforesaid.

What can be done to promote their increase? We cannot cause a greater number of females to be born every year; we do not touch or disturb these females as they grow up and live, and we save more than enough males to serve them. Nothing more can be done, for it is impossible to protect them from deadly enemies in their wanderings for food.

This great body of four and five millions of hearty, active animals must consume an enormous amount of food every year. They cannot average less than five pounds of fish each per diem, (this is not half enough for an adult male,) which gives the consumption of over *three million tons* of fish every year!

To get this immense food-supply the seals are compelled to disperse over a very large area of the North Pacific and fish. This brings them into contact more and more with their enemies as they advance south, until they reach a point where their annual destruction from natural foes is equal to their increase, and at this point their number will remain fixed. About the Seal Islands I have failed to notice the least disturbance among these animals by anything in the water or out, and from my observation I am led to believe that it is not until they descend well to the south in the North Pacific that they meet with sharks and voracious killer-whales.\*

In view, therefore, of all these facts, I have no hesitation in saying quite confidently that, under the present rules and regulations governing the sealing interests on these islands, the increase or diminution of the life will amount to nothing; that the seals will continue for all time in about the same number and condition.

To test this theory of mine, I have put the Government in

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\* "In the stomach of one of these animals (year before last) *fourteen* small harp-seals were found."—*Michael Carroll's Report, Canadian Fisheries, 1872.*

possession of data which will serve as a correct guide from year to year.

As the seals come to land boldly first and last, and are not wild or wary, the breeding-grounds may and should be inspected throughout, every few days, by the agent in charge, from the time of the early arrivals in May until the period of general departure in the autumn, in order that he may map down and fix in black and white the precise boundaries assumed by the breeding-seals for the season, giving the result at the close of his labors of an accurate survey of the *area* and *position* of the ground covered during the season by the cows, bulls, and pups on the rookeries, so that he can at once detect any change that may and is likely to occur in their hauling and numbers for the next season.

This is the only way in which an agent of the Government can correctly report, year after year, as to the condition of the seal-life on these grounds, detecting any increase or diminution of the same as season succeeds season. This is a step imperatively necessary for a Government agent to take, and should not be neglected.

During the first week of inspection some of those arriving earliest will frequently take flight to the water when approached, but these runaways soon return. By the end of May, however, they will hardly move to the right or left when you attempt to pass through them. At this time, about two weeks before the females begin to come in a body, they become entirely indifferent to man or anything else save their own kind, and so continue the rest of the season.

The seals upon the rookeries and hauling-grounds are not affected by the smell of blood and carrion arising from the killing-grounds or from the stench of blubber-fires which burn in the native villages. This trait is well illustrated by the attitude of the two rookeries near the village of Saint Paul's. The breeding-ground on the spit at the head of the lagoon is not more than forty yards from the great killing-grounds, being separated only from the seventy or eighty thousand rotting carcasses by a slough less than ten yards wide. The seals can smell the blood and carrion upon this field from near the time they land in the spring until they leave in the autumn; while the general southerly summer-winds waft to them the odor and sounds of a native village not over two hundred rods south of them. All this has no effect upon the seals, for the rookery, as

the natives declare, has been slightly but steadily increasing. The seals everywhere on the breeding-grounds will become speedily habituated to close observation when it is quiet and undemonstrative, and take little notice of the approach of the observer.

The seals will be found to change a little every year from rookery to rookery, but the aggregate number will be steadily about the same. The condition of the seal-life this season of 1874 compares very favorably with that of 1872, as will be seen from extracts from my notes taken on the ground :

“NORTHEAST POINT, *July 18, 1874.*

“Quite a strip of ground near Webster’s house has been deserted this season, but a small expansion is observed on Sea Lion Hill. The rest of the ground is as mapped in 1872, with no noteworthy increase in any direction. The condition of the animals and their young, excellent ; small irregularities in the massing of the families due to rain ; sea-lions about the same ; none on the west shore of the point.”

“The aggregate of life on this great rookery is about the same as in 1872, the ‘holluschickie,’ or killable seals, hauling as well and as numerous as before. The proportions of the different ages among them, of two, three, and four year olds, pretty well represented.”

“POLAVINA, *July 18, 1874.*

“Stands as it did in 1872 ; breeding and hauling grounds in excellent condition ; the latter, on Upper Polavina, are changing down upon Polavina sand-beach, trending for three miles toward Northeast Point. The numbers of the ‘holluschickie’ on this ground of Polavina, where they have not been disturbed now for some five years to mention in the way of taking, do not seem to be any greater than they are on the hauling-grounds adjacent to Northeast Point and the village, from which they are driven almost every day during this season of killing.”

“LUKANNON AND KETAVIE, *July 19, 1874.*

“Not materially changed in any respect from its condition at this time in 1872.”

“GORBOTCH, *July 19, 1874.*

“Just the same. Condition excellent.”

“REEF, *July 19, 1874.*

“A slight contraction on the south sea-margin of this ground, compensated for by expansion under the bluffs on the north-west side. Condition excellent.”



**"NASPEEL, July 20, 1874.**

"A diminution of one-half at least. Very few here this year. It is no place for a rookery; not a pistol-shot from the natives' houses."

**"LAGOON, July 20, 1874.**

"No noteworthy change; if any, a trifling increase. Condition good."

**"TOLSTOI, July 21, 1874.**

"No perceptible change in this rookery from its good shape of 1872. The condition excellent."

**"ZAPADNIE, July 22, 1874.**

"An extension or increase of 2,000 feet of shore-line, with an average depth of 50 feet of breeding-ground, has been built on to Upper Zapadnie toward Tolstoi; the upper rookery proper has not altered its bearings or proportions; the sand-beach belt between it and Lower Zapadnie deserted by the breeding-seals almost entirely, and a fair track for the holluschickie left clear, over which they have traveled quite extensively this season, some 20,000 to 25,000 lying out to-day. Lower Zapadnie has lost in a noteworthy degree about an average of 20 feet of its depth, which, however, is much more than compensated for by the great increase to the upper rookery.

"A small beginning had been made for a rookery on the shore just southwest from Zapadnie Lake, in 1872, but this year it has been entirely abandoned."

On Saint George a survey gives for this season the following in comparison with that of 1873:

**"ZAPADNIE, July 8, 1874.**

"This rookery shows a slight increase upon the figures of last year, about 5,000. Fine condition."

**"STARRY ATEEL, July 6, 1874.**

"No noteworthy change from last year."

**"NORTH ROOKERY, July 6, 1874.**

"No essential change from last year; condition very good."

**"LITTLE EASTERN, July 6, 1874.**

"A slight diminution of some 2,000 or so. Condition excellent."

**"EASTERN ROOKERY, July 7, 1874.**

"A small increase over last year of about 3,000, making the aggregate seal-life similar to that of last season, with the certainty of a small increase.

“The unusually early season, this year, brought the rookery-bulls on to the ground very much in advance of the general time; they landed as early as the 10th of April, but the arrival of the cows was as late as usual, corresponding to my observations during the past two seasons.

“The general condition of the animals of all classes is most excellent—they are sleek, fat, and free from any taint of disease.”

In this way it must be plain that the exact condition of these animals can be noted every season, and should a diminution be noticed, due to any cause known or unknown, the killing can be promptly stopped. Four years have passed, with the end of this season, in which 100,000 young males have been annually taken, and the effect on the seal-life cannot be seen; it has not injured it, to a certainty, and it has not promoted an increase. Two years more will make the matter conclusive, for then, if the breeding-grounds are as well supplied with males as they now are, then it will be evident that enough are saved every year for that service.

We know pretty well now how many we can take without injury, but we do not know how many more than 100,000 can be. This problem of developing these interests to their full importance should not be taken in hand for a few years yet, not until the present system which I have drawn up for the watching of the rookeries has been in operation for three or four years; then, if it is advisable, on account of the superabundance of male seal-life, and the market will stand the increase of raw material, the killing may be very gradually increased from year to year, but not over *five thousand* each season. The rookeries, like a barometer, will show a falling off of necessary bulls when the killing has reached a point where the increase is detrimental. This can be seen at once by the proper persons and the killing checked without delay, in ample time to prevent harm.

In this chapter I have given a translation of Bishop Veniaminov's history, the only one written, and very valuable as illustrative of the manner in which the Russians conducted affairs on the Prybilov Islands; but it is at once apparent that much of it was written necessarily from hearsay and not based upon fact or personal observation, hence many grave errors are contained in it.

## THE PROPRIETY OF LEASING THE ISLANDS.

It will be remembered that at the time this question was before Congress much opposition to the principle of leasing was made, on the ground that the Government would realize more by taking the whole management of the business into its own hands. As to what arguments were used on either side of the question I am ignorant, but after a careful and impartial survey of the subject on the ground itself, and in the trade, I am satisfied that those members of the House and Senate who, by their votes June, 1870, directed the Secretary of the Treasury to lease the Seal Islands of Alaska to the highest bidder, did the only correct and profitable thing that could be done in the matter, both with regard to the preservation of the seal-life in its original integrity, and its own pecuniary gain ; and to make this statement of mine perfectly evident, the following facts may be presented :

First. When the Government took possession of these interests in 1868-'69, *the gross value of a seal-skin then in the best market, London, was less than the present tax and royalty paid upon it by the lessees !*

Second. By the action of the intelligent business men who took the lease, in stimulating and encouraging the dressers of the raw material, and in combining with leaders of fashion abroad, the demand for the fur has been greatly increased, and the price of the raw material has doubled, so that while the Government gets and nets nearly half of the gross sales, yet the lessees have a good margin of 15 to 20 per cent. at least on their capital, sustained entirely by their business capacity and energy.

Third. The Government, should it attempt to manage this business, could not secure the services of such men as those who compose the business management of the Alaska Commercial Company without paying salaries to four and five agents as large or larger than that given to the President of the United States. This, however, the Government might cheerfully do, did it guarantee the selection and appointment of such men as those above mentioned, but it does not follow under our system of government, or any other that I know of, that a large salary indicates a corresponding amount of ability on the part of its recipient; an imbecile or a very common man is just as apt

to secure it as not. Ordinary men cannot conduct this business successfully.\*

Fourth. As matters now stand, the greatest and best interests of the lessees are identical with those of the Government; that is, the preservation and, if possible, the increase of the seal-life; and if these lessees had it in their power, which they certainly have not, to ruin these interests by a few seasons of rapacity, they are too prudent to do so.

Fifth. The frequent changes made in the office of the Secretary of the Treasury, who now, very properly, has the control of the business as it stands, do not guarantee on his part the close, careful scrutiny likely to be exercised by the lessees, who have but one purpose to carry out; and the character of the leading men among them is enough to assure the public that the business is in responsible hands, and in the care of persons who will use every effort for the preservation of the seal-life, as it is their interest to do.

It is frequently urged with great persistency by misinformed

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\*Another great obstacle to the success of the business, if controlled entirely by the Government, would arise in the disposal of the skins after they have been brought down from the islands. The Government would need to offer them at public auction in this country, and would be at the mercy of any well-organized combination of buyers; the Government agents conducting the sale could not counteract the efforts of such a combination as successfully as the agents of a private corporation, who can look after their interests in all the markets of the world and are supplied with money to use in manipulation of the market.

On this ground I feel quite confident that the Treasury of the United States receives more money, net, under the system now in operation than it would by taking the exclusive control of the business; were any Government officer supplied with, say, \$100,000, to expend in "working the market," and intrusted with the disposal of 100,000 seal-skins, whenever he could so do to the best advantage of the Government, and were this agent a man of first-class business energy and ability. I think it quite likely the same success might attend his labor in the London market that distinguishes the management of the Alaska Commercial Company; but the usual cry of fraud and robbery that would be raised against him, however honest he might be, would be such as to bring the whole business into positive disrepute or constant suspicion. The Government officer in this matter is placed at a great disadvantage should any such line of action be adopted, and the most profitable course is for the Government not to offer in the markets through agents, but to pursue its present policy, levy a tax, and watch carefully the condition of the seal-life from year to year, as the killing is increased and the business developed to its full extent.

In this way Alaska may be made to yield, by a tax laid on its Seal Islands alone, a very handsome rate of interest upon the money paid for the entire Territory.

or jealous authority that the lessees can and do take thousands of skins in excess of the limit of law, and that this catch in excess is slyly shipped to China and Japan from the islands, &c.

To show the folly of any such move as this on the part of the company, if even it were possible, I will briefly recapitulate the conditions under which the skins are taken. The natives do all the driving and skinning for the company; no others are permitted or asked to land upon the islands to do this work as long as the inhabitants of the islands are equal to it. Every skin taken by the natives is counted by themselves, as they get forty cents per pelt for the labor; and at the expiration of every day's labor in the field the natives know exactly how many skins have been taken by them, how many of these skins have been rejected by the company's agent because they were carelessly cut and damaged in skinning, (usually about three-fourths of 1 per cent. of the whole catch,) and they have it recorded every evening by those among themselves who are specially charged with the duty. Thus, were 150,000 skins taken, or 200,000, the natives would know it as quickly as it was done, and would demand their compensation for the labor; and were any ship to approach the islands at any hour of the day or night, these people would know it at once, and would be aware of any shipment of skins that might be attempted. It would be common talk among the three hundred and seventy inhabitants, and thus leave it an open affair to any person who might come upon the ground charged with investigation. These people are constantly going to and from Ounalashka, where they have intimate intercourse with bitter enemies of the company, to whom they would not hesitate to tell the whole state of affairs on the islands. Should anything, therefore, be done contrary to the law, the act would be promptly reported by these people, even if the Treasury agents were in collusion with the company, which, however, is simply out of the question.

The Treasury agents count these skins into the ship, and one at least of their number goes down to San Francisco upon the vessel, where they are all counted out again by the custom-house officers of that port. Of the one hundred thousand skins annually taken, the company's steamer "Alexander" usually carries down between sixty and seventy thousand, while the balance of the catch are put into the hold of a sailing-vessel

at Ounalaska, and counted again and certified to by the Treasury agent.

It will at once be seen by examining the state of affairs and the conditions upon which the lease is granted, that the most scrupulous care in fulfilling the terms of the contract is the best and most profitable course for the lessees to pursue; that it would be downright folly in them to deviate in the slightest degree from the letter of the law, and thus lay themselves open at any time to discovery and the loss of their contract; their action can be investigated at any time by Congress, of which they are aware. They cannot bribe these three hundred and seventy-odd people on the islands to secrecy any more than they can conceal their action from them on the sealing-fields; and any man of average ability can go among these people and inform himself as to the most minute details of the sealing-catch from the time the lease was granted, should he have reason to suspect the honesty of the Treasury agents.

I therefore have no hesitation in stating that as far as the relationship existing between the Alaska Commercial Company and the Government is concerned, the best interests of the latter are honestly and faithfully served, simply because it is the very best policy for the former so to do; that all the conditions of the lease are most scrupulously complied with and observed, and that the lessees hold themselves ready at any moment to comply with any just and proper modification of the regulations that time may develop.

With regard to the profits of this company upon their yearly catch of one hundred thousand seals, the agents of the Government have no concern whatever; after they have observed the faithful fulfillment of the terms of the contract existing between the company and the Government, the amount of their profit is a pure matter of business over which the lessees have entire control, and in regard to which they should not be subjected to impertinent inquisition.

#### THE CONDITION OF THE NATIVES ON THE SEAL ISLANDS.

This has been wonderfully improved by the action of the lessees during the short time they have had control of affairs there. The truth of this will be realized by any one who may take the trouble to contrast the present condition of the people on these islands with what it was previous to the granting of the lease, and with that also of the people of their class who are now

living upon the Aleutian Islands and the mainland. The inquirer will learn that these people, now so well and comfortably clad, fed, and housed, were at the time of the transfer of the Territory so poor and ill-provided for that they could not in many instances cover their nakedness; that they existed in absolute squalor; whereas they are now living in spug houses, such as our laboring classes occupy in the United States; that they earn and receive in coin, in less than two working-months every year, more than the same number of our common workmen receive on an average for a whole year's service; and also that for all extra work other than of seal-skinning, such as loading and unloading the company's vessels, building, grading, &c., these people are paid by the day from fifty cents to one dollar, according to the character of service rendered.

The agents of the company here do not pay the least attention to or interfere with the private life and personal relations of the people among themselves; and let me here state, to the credit of these people, that the peaceful and harmonious manner in which they live together as a rule, during nine idle months at least every year, would contrast most favorably with the lives of an equal number of our own working classes were they suddenly brought to these islands and put on the same footing. I will only hint at the insubordination and utter worthlessness of such a community after six or eight months of torpidity and isolation.

It is true that the natives here have an inordinate fondness for liquor, and would destroy themselves were they not restrained in this propensity by the difficulty of obtaining this demoralizing beverage, and hence the importance of the liquor prohibition, which should be rigorously enforced.

Only a small proportion of the present population are descendants of the pioneers who were brought by the several Russian companies in 1787-'88—a colony of 137 souls—recruited principally from the Aleuts at Ounalashka and Atka. Their early life here was one of much hardship, and on several occasions they were in actual need. They lived in a co-operative manner at first, in large barracoons or barrackies, partly underground, economizing in this way their limited supply of firewood, being dependent upon the sea for such drift-timber as might chance to lodge as the currents, deflected from the Yaukon and elsewhere, sweep around the islands; but during the

past twenty-five or thirty years they have all come into the general ownership and occupation of a hut to a family.

The Russian Fur Company, controlling the islands, maintained on Saint Paul and Saint George a store and an agent, the people supporting a priest and building a church upon each island, and living in this manner very dirty, poor, and miserable, they were brought into contact with the Americans at the time of the transfer of the Territory.

The people are now supplied without charge with a physician and medical stores on each island, and also a school; but the school is not well attended except by the very young children, principally the little girls, although every winter fifteen or twenty of the boys and young men are taught the Russian alphabet and church-service by three or four of the elder persons. The non-attendance at school is not to be ascribed merely to indisposition on the part of the children and parents to attend the English schools established by the Alaska Commercial Company on both islands. The view expressed to the writer by one of the oldest and most intelligent of the people may be explanatory of their feeling and consequent action.

"I do not," said old Philip Vollkov, "have any objection to the attendance of my children, nor have my neighbors to that of theirs, on your (English) school; but if our boys and young men neglect their Russian lessons, who is going to take our places when we die, in our church, at our christenings, and at our burials?" To any one familiar with the teachings of the Greek Catholic faith the objection of Vollkov is well taken; but it is to be hoped that in the course of time, however, the Russian church-service may be conducted in English, for until then no satisfactory work can be done by an English school-teacher among them in the way of education.

Up to the time of the transfer of the islands to the Alaska Commercial Company the inhabitants all lived in huts or sod-walled and dirt-roofed houses or barrabkies, partly underground. Most of these huts were, and are, damp, dark, and exceedingly filthy. Under the Russian *régime* the people generally here had some excuse for such squalor; but as the case now stands it is due to the improvidence or shiftlessness of the natives themselves if they are living in this unclean condition and wear an appearance of discomfort. The use of seal-fat for fuel causes the deposit upon everything within doors of a thick coating of greasy, black soot, strongly impregnated with a rank,



moldy, and indescribably offensive odor. In early times they were obliged to burn blubber very largely, having no other fuel at command than the precarious supply of drift-wood that the ocean-currents might bring them; but by the terms of the lease they are now supplied with a sufficient quantity of coal to make them quite comfortable during the winter.

Since the Alaska Commercial Company have taken possession of the islands, the natives are being quite rapidly put into neat and habitable houses, and plenty of lumber is distributed among those who have not as yet been removed to patch and make comfortable their old huts, and at the expiration of three more seasons the whole population of above eighty families will be occupants of as many suitable houses, where they will live more healthily.

The example of the agents of the company on both islands and the assistant agent of the Treasury on Saint George during the last three years, who have maintained perfect order, neatness, and industry about their buildings and business, has been a silent but powerful one for the better among the people. The intercourse of these gentlemen with the natives is always courteous, pleasant, and often generous, when deserved; giving the simple inhabitants a slow but steady elevation toward morality, sobriety, and industry, such as they never have had before, having been treated like so many animals by the Russians; and the conduct of most of the United States revenue and military officers and men stationed here between the transfer of the Territory and the granting of the lease cannot be described as other than disgraceful, their behavior being marked by drunkenness, debauchery, and brawls, their habits soon rendering the name *American* offensive to even these simple people.

The population of Saint Paul is, at the present writing, 220 men, women, and children; that of Saint George, 138. It has neither much increased nor diminished during the last fifty years, but would have fallen off had not recruits been regularly drawn from the mainland and other islands, the births not being equal to the deaths. In view of the great improvement in their condition, it may be reasonably anticipated that these people will at least hold their own, even though they do not increase to any remarkable degree.

As an incentive and encouragement for their good behavior, they have been assured that as long as they are capable and willing to perform the labor of skinning the seal-catch, so long

will they enjoy the exclusive privilege of participating in this labor and its reward. As to the especial fitness of these people for the labor connected with the sealing business, no comment is needed; nothing better in the way of manual service, skilled and rapid, could be rendered by any other body of men equal in numbers. They appear to shake off the periodic lethargy of winter, and rush with enthusiasm into the severe exercise and duty of capturing, killing, and skinning the seals.

Seal-meat is their staple food, and the village of Saint Paul, 220 souls, consumes about 400 pounds per diem, and they are permitted every fall to kill about 5,000 pups, or an average of 22 or 23 to each man, woman, and child. The pups will dress 10 pounds. This shows an average consumption of 515 pounds of seal-meat to each person during the year. In addition, the natives eat a great deal of butter and sweet crackers. If these people could get all they desire, they would consume about 500 pounds of butter and 450 pounds sweet crackers per week, and indefinite quantities of sugar. Of this article, 150 pounds a week is allowed them in this village. If unable to get sweet crackers, they consume about 300 pounds of hard or pilot bread, and, in addition to this, about 600 pounds of flour per week; of tobacco, 50 pounds; candles, 75 pounds; rice, 50 pounds each per week; they burn over 600 gallons of kerosene oil during the year; vinegar is used in limited quantities, about 50 gallons per season; mustard and pepper,  $\frac{1}{2}$  to  $1\frac{1}{2}$  pounds per week for the whole village; beans they reject; split pease, a few; salt meats they will take reluctantly if given to them, but will never buy them; they use a little coffee during the year, about 100 pounds; canned fruit they will purchase to any quantity, and would bankrupt themselves to obtain it, if the opportunity were afforded; potatoes they sometimes demand, as well as onions, but these vegetables cannot be brought here to advantage.

The question will naturally be asked, How do these people employ themselves throughout the long nine months in which they have little or nothing to do? It may be answered that they are entirely idle during most of this period. Some of the men are, however, disagreeable exceptions, as they are enthusiastic gamblers, passing whole nights at their sittings, even during the sealing-season, playing games at cards taught them by the Russians and persons who have been on the islands since the transfer of the Territory. But the majority of the men, women, and children, being compelled to make no exertion to

obtain the necessaries of life—such as seal-meat, hard bread, tea, &c.—sleep most of the time when unoccupied in cooking, eating, and the daily observance of the routine of the Greek Catholic Church. Their religious duties alone preserve them from absolute stagnation; for, in obedience to its teachings, they attend church quite regularly, make and receive calls on their sauits' days, which are very numerous, and their birth-days are generally enlivened with home-brewed beer, or "quass," upon which all classes become more or less intoxicated. They add to these entertainments of the *emanimik* the music of the accordeon, an instrument of which they are very fond; and a great number of the women in particular can play indifferently a limited selection of airs, many of which are the old battle-songs and ballads so popular during the rebellion, and which the soldiers quartered here in 1869 taught them. From the soldiers, also, they learned to dance various figures, and to waltz. These dances, however, the old folks do not enjoy, and they seldom indulge in them, unless under the influence of beer.

From the following statement it will be seen that these people are doing better work every succeeding season; for example, 90,000 seals were taken this year in sixteen days less time than it took to get 75,000 in 1871, viz:

In Saint Paul's Island, 1871, 55 days' work of 66 men secured 75,000 seals.

In 1872, 50 days' work of 71 men secured 75,000 seals.

In 1873, 40 days' work of 71 men secured 75,000 seals.

In 1874, 39 days' work of 84 men secured 90,000 seals.\*

This shows plainly that they are in better physical condition than at first; it furnishes also *undeniable proof of the undiminished supply of killable seals.*

#### INHABITANTS OF SAINT PAUL, JULY 1, 1870, TAKEN FROM PHILIP VOLKOV'S LISTS, AUGUST 8, 1873.

(The names in *italics* are either dead or absent from the island at the present writing.)

- |                                   |                                |
|-----------------------------------|--------------------------------|
| 1. <i>Philip Keemachneek.</i>     | 6. <i>Mareena, his wife.</i>   |
| 2. <i>Effroseeenia, his wife.</i> | 7. <i>Alexsander, his son.</i> |
| 3. <i>Ivan, his son.</i>          | 8. <i>Sylvester, his son.</i>  |
| 4. <i>Danelo, his son.</i>        | 9. <i>Eefeem Anoolanak.</i>    |
| 5. Vasseele Seedoollee.           | 10. <i>Matroona, his wife.</i> |

\* This increase of 15,000 on Saint Paul was made this season with a similar reduction on Saint George; the proportion of seal-life being small on the latter compared with the former.

11. *Simeon, adopted son.*
12. *Marka Aveelyah.*
13. *Feeleechat, his wife.*
14. Peter Peeshenkov.
15. Matroona, his wife.
16. Ivan Eemanov.
17. Anna, his wife.
18. Yeagor, his son.
19. Loobov, his step-daughter.
20. Maxseem, his step-son.
21. Maria, his niece.
22. Nikolai Krukov.
23. Peter Krukov.
24. Agrafeena, his wife.
25. Ivan Korchooten.
26. Ooleesana, his wife.
27. Yahkov Koochootin.
28. Lookahria, his sister.
29. *Natalia Makooleena.*
30. Maria Paranchina.
31. Keesar Shabbylean.
32. Agrafeena, his wife.
33. Neckon, his son.
34. *Ripsimia Plotnikova.*
35. Avdotia, her daughter.
36. Prokoopee Meeseeekin.
37. Eveduxsia, his wife.
38. Avdotia Meeseeekina, his step-mother.
39. Anna, daughter of Meeseeekin.
40. Deemeetree Veatkin.
41. Evelampia Veatkin.
42. Balakshin, (Benedict.)
43. Matroona, his wife.
44. Meexhae, his son.
45. Balakshin, 2d, (Benedict.)
46. Stepan Krukov.
47. Natalia, his wife.
48. Avdokia Seeribneekova, (widow.)
49. Timofay, her son.
50. Olga, her daughter.
51. Paraskeevie, her daughter.
52. Akooleena, her daughter.
53. Michael Barrhov.
54. Malania, his wife.
55. Agnes, his daughter.
56. Daniel, his nephew.
57. Avdotia Schepeteenah, (widow.)
58. Tahreentee, her son.
59. Elarie, her son.
60. Hee-une-iah, her daughter.
61. Kerick Booterin, 1st chief.
62. Seeg-lee-teekiah, his wife.
63. *Patalamon, his son.*
64. Kerick, his son.
65. Salomayee, his daughter.
66. Ooleeta, his daughter.
67. George Booterin, his son.
68. Carp Booterin.
69. Lookariah Booterin.
70. Alexander Pancov.
71. Porfeerie, his son.
72. Avdotia, his step-daughter.
73. Paraskeevie, his step-daughter.
74. Yakov Sootyahgin.
75. Eeroadea, his wife.
76. Feedosayee Saydeek.
77. Anesia, his wife.
78. Anna, his daughter.
79. Feoktista, his god-mother.
80. Dayneese Saydeek.
81. *Baiz yahzeekov, (Evlampia.)*
82. *Anna, his wife.*
83. *Maria, his daughter.*
84. Maroon Nakook.
85. Paraskeevie, his wife.
86. Zachar, his step-son.
87. ———, nephew.
88. Paraskeevie, niece.

89. Natalia Habaroova.
90. Pavel Habarov, her son.
91. *Paul Shies-neckov, (priest.)*
92. *Meeh-ah-elo, his son.*
93. Meeloveedova, Alexsandra,  
(widow.)
94. Simeon, her son.
95. *Alexsandra, her daughter.*
96. Antone, her son.
97. Marcia, her daughter.
98. Kerick Artamanov.
99. Olga, his wife.
100. Melania, his daughter.
101. Vasseleesee, his daughter.
102. Kah-sayn-yah, his  
daughter.
103. Gearman Artamanov.
104. Anna Tarantayvah,  
(widow.)
105. Anna, her daughter.
106. Stepan Bayloglazov.
107. Yealeena, his wife.
108. *Sayrgee, his son.*
109. Anna, his daughter.
110. Paraskeevie, his adopted  
girl.
111. Ermolie Cushing.
112. Faokla, his wife.
113. Faokla, his daughter.
114. Oolyahnah, his daughter.
115. Aggie Cushing, his son.
116. Antone Sootyahgen.
117. Oolyahnah, his wife.
118. Meetrofan, his son.
119. *Meehaie, his son.*
120. Yakhov Mandrigan.
121. Afanashia, his wife.
122. *Lookayleean, his son.*
123. Maria, his daughter.
124. Oseep Pahomov.
125. Varvarah, his wife.
126. Maria Seedova, (widow.)
127. Ahkakee, her son.
128. ———, daughter.
129. ———, daughter.
130. ———, daughter.
131. ———, daughter.
132. Alexsayee Neederazov.
133. Akooleena, his wife.
134. Christeena, his daughter.
135. Agrafeena, his daughter.
136. Keer Saydeek.
137. Yealeena, his wife.
138. *Maria, his daughter.*
139. Ivan Mandrigan.
140. Tatahyahn, his wife.
141. Vasseelee, his son.
142. Marfa, his daughter.
143. Feelat Teetov.
144. Peter, his son.
145. Yeaou, his son.
146. Yeagor Arkashav.
147. Alexsandra, his wife.
148. Martin, his step-son.
149. Nikolaie, his step-son.
150. Stepan, his step son.
151. Kereek, his son.
152. Arsaynee, his son.
153. Tatayahnab, his daughter.
154. Timofay Evanov.
155. Fevronia, his daughter.
156. Paymen Kooznitzov.
157. Oseep Baizyahzeekov.
158. Alexsandra, his wife.
159. Paul, his son.
160. Kahsainnyah, his step-  
daughter.
161. Avdokia, his step-daugh-  
ter.
162. *Kahsainnyah, his daughter.*
163. *Ivan Paranchin.*
164. Zaharroev Evemainov.
165. Keereenayah, his wife.
166. Fevronia, his daughter.

167. Ivan Hapov.
168. Anna, sister-in-law.
169. *Alexsandra, his daughter.*
170. Ivan, his son.
171. Yeagor Korchootin.
172. Zachar Saydeek.
173. Oosteenia, his wife.
174. Vasseelee, his son.
175. Marvra, his daughter.
176. *Nekon, his nephew.*
177. Feelip Saydeek.
178. Stepan Skahvortsov.
179. Philip Vollkov.
180. Ellen, his daughter.
181. Matroona, his daughter.
182. Markiel Vollkov, his son.
183. Gavreelo Korchurgin.
184. Lukaylean, his son.
185. *Ivan Sootyahgen.*
186. Heeyoniah, his wife.
187. Aneesia, his daughter.
188. Emelian Sootyahgen.
189. Marko Korchootin.
190. Dareyah, his wife.
191. Ivan, his son.
192. Zeenovia, his daughter.
193. Timofay Glottov.
194. Maria, his wife.
195. ———, *his son.*
196. Ivan, his son.
197. Yeafeemia, his daughter.
198. Iraklin Mandrigan.
199. Oosteenie, his wife.
200. Eeon, his son.
201. Paul Soovorrov.
202. Vassa, his wife.
203. ———, *his son.*
204. Akyleena, his mother.
205. *Agrafeena, his adopted girl.*
206. Eefeem Korchootin.
207. Palahgayee, his wife.
208. *Peter, his son.*
209. Luka Mandrigan.
210. Bereena, his wife.
211. Neekeeta Yitchmainov.
212. Christeena, his daughter.
213. Domenah, his daughter.
214. Taheesah, his daughter.
215. Ivan Yitchmamov.
216. Michael Korzerov.
217. Alexsandra, his wife.
218. Stepan Korzerov.
219. Paul Korzerov.
220. *Ivan Kozlov.*
221. Palahgayah, his mother.
222. Feodor, her son.
223. *Eveduoksia, her daughter.*
224. Platone Tarakanov.
225. Marfa, his wife.
226. *Akoolena, his mother.*
227. Kerick Tarakanov.
228. Domian M. Kok, (John Frater.)
229. Oolyahnah, his wife.
230. Anna, his daughter.
231. Salomayah, Artomanov's daughter.
- White men in charge.*
1. Dr. McIntyre.
2. H. W. McIntyre.
3. Dr. Cramer.
4. *John M. Morton.*
5. Chas. Bryant.
6. D. Webster.
7. ———, *a cooper.*
8. ———, *a carpenter.*

*Annual division or cash settlement made by the natives on Saint Paul's Island, among themselves, the proceeds of their work in taking and skinning 75,000 seals, at 40 cents per skin, \$30,000, with extra work connected with it, making \$30,637.37.*

Seventy-four shares, proportioned as follows :

December 31, 1872.—37 first-class shares, at . . .	\$451 22 each.
23 second-class shares, at .	406 99 each.
4 third-class shares, at . . .	360 97 each.
10 fourth-class shares, at . .	315 85 each.

The shares do not represent more than forty-five able-bodied men.

*Annual division or cash settlement made by the people on Saint George's Island, among themselves, the proceeds of their work in taking and skinning 25,000 seals, at 40 cents per skin, \$10,000.*

Aug. 1, 1873.—17 shares, each 961 skins, or \$384.40.	\$6, 294 80
2 shares, each 935 skins, or \$374. . .	748 00
3 shares, each 821 skins, or \$328.40.	985 20
1 share, 820 skins, or \$328. . . . .	328 00
3 shares, each 770 skins, or \$308. . .	924 00
3 shares, each 400 skins, or \$160. . .	480 00

Twenty-nine shares, or the twenty-nine laboring sealers ; of this number two are women. Only twenty-five of them are able-bodied men.

The divisions above are the result of their own choice. They make this apportionment among themselves without advice or suggestion from the agents of the company. These people have \$3,320 on interest in the office of the Alaska Commercial Company at this date, and have credit on the books for \$31,800 ; and when the division is made up on Saint Paul at the regular annual time of settlement in December, \$30,000 will be added to the above exhibit.

The people here are occupying, rent-free at the present time, thirty frame houses built by and belonging to the Alaska Commercial Company on the Seal Islands. Twenty of these houses are new frame, 11 by 20 feet.

These people have their misers and spendthrifts, but it will be seen that very few of them care much for saving their money, inasmuch as only four or five of them have as yet taken any steps toward such action. One man on Saint Paul has over \$1,800 saved, and drawing interest at 9 per cent. to-day.

THE HISTORY OF THE BUSINESS AS CONDUCTED BY THE  
RUSSIANS.

[Translated by the writer from Veniaminov's *Zapieskie*, &c., Saint Petersburg 1842, vol. ii, pp. 568. \*]

From the time of the discovery of the Prybilov Islands, up to 1805, (or that is, until the time of the arrival in America of General Resanov,) the taking of fur-seals on both islands progressed without count or lists, and without responsible heads or chiefs, because then (1787 to 1805 inclusive) there were a number of companies represented by as many agents or leaders, and all of them vied with each other in taking as many as they could before the killing was stopped. After this, in 1806 and 1807, there were no seals taken, and nearly all the people were removed to Ounalashka.

In 1808 killing was again commenced, but the people in this year were allowed to kill only on Saint George; on Saint Paul hunters were not permitted this year or the next: it was not until the fourth year after this that as many as half the number previously taken were annually killed. From this time (Saint George, 1808, and Saint Paul, 1810) up to 1822, taking fur-seals progressed on both islands without any economy and with slight circumspection, as if there were a race in killing for the most skins. *Cows were taken in the drives and killed*, and were also driven from the rookeries to places where they were slaughtered.

It was only in 1822 that G. Moorayvev (governor) ordered that young seals should be spared every year for breeding, and from that time there were taken from the Prybilov Islands, instead of 40,000 to 50,000, which Moorayvev ordered to be spared in four successive years, no more than 8,000 to 10,000. Since this, G. Chestyakhov, chief ruler after Moorayvev, estimated that from the increase resulting from the legislation of Moorayvev, which was so honestly carried out on the Prybilov Islands that in these four years the seals on Saint Paul increased to double their previous number, he could give an order which increased the number to be annually slain to 40,000, and this last order or course directed for these islands demanded as many seals as could be got, but with all possible exertion hardly 28,000 were obtained.

After this, when it was most plainly seen that the seals were, on account of this wicked killing, steadily growing less and less

\* The italics are mine, and the translation is nearly literal, as might be inferred by the idiom here and there.—H. W. E.



in number, the directions were observed for greater caution in killing the grown seals and young females which came in with the droves of killing-seals, and to endeavor to separate, if possible, these from those which should be slain.

But all this hardly served to do more than keep the seals at one figure or number, and hence did not cause an increase. Finally, in 1834, the governor of the company, upon the clear (or "handsome") argument of Baron Wrangel, which was placed before him, resolved to make new regulations respecting them, to take effect in the same year, (1834,) and, following this, on the island of Saint Paul only 4,000 were killed instead of 12,000.

On the island of Saint George the seals were allowed to rest in 1826 and 1827, and since that time greater caution and care have been observed, and head-men or foremen have kept a careful count of the killing.

From this it will be seen that no anxiety or care as to the preservation of the seal-life began until 1805, (i. e., with the united companies.)

It is further evident that all half-measures, seen or not seen, were useful no longer, as they only served to preserve a small portion of the seal-life, and only the last step (1834) with the present people or inhabitants has proved of benefit. And if such regulations of the company continue for fifteen years, (i. e., until 1849,) it may be truly said that then the seal-life will be attracted quite rapidly under the careful direction of head-men, so that in quite a short time a handsome yield may be taken every year. In connection with this subject, if the company are moderate and these regulations are carried out, the seal-life will serve them and be depended upon as shown in this volume, Table No. 2.

Nearly all the old men think and assert that the seals which are spared every year, ("zapooskat kotov,") i. e., those which have not been killed for several years, are truly of little use for breeding, lying about as if they were outcasts or disfranchised always. About these seals, they show that after the seals were spared, they were always less than they should be, as, for instance, on the island of Saint George, after two years of saving or sparing of 5,500 seals, in the first year they got, instead of 10,000 or 8,000, as expected, only 4,778.

But this diminution, which is shown in the most convincing manner, (1,) is due to wrong and injustice, because it would not

have been otherwise with any kind of animals—even cattle would have been exterminated; because a great many here think and count that the seal-mother brings forth her young in her third year, *i. e.*, the next two years after her own birth. As it is well shown here, the spared seals ("zapookie") were not more than three years old, and therefore it was not possible to discern the correct or true numbers as they really were. Taking the females killed by the people, together with all the seals which were purposely spared, it was seen that the seal-mothers did not begin to bear earlier *than the fifth year* of their lives. Illustrative of this is the following:

(a) On the island of Saint George, after the first "zapooka," in 1828, the killing of five-year-old seals was continued gradually up to five times as many as at first; with those of five years old, the killing stopped; then next year twelve times as many six-year-olds were observed on the islands as compared with their number of the last years, and with or in the seventh year came seven times as many. This shows that females born in 1828 did not begin to bear young until their fifth year, and become with young accordingly; that the large ones did not appear or come in six years, (from 1828,) as is evident, for in the fifth year all the females did not bring forth.

b. It is known that the male seals cannot become "seecatchies" (adult bulls) earlier than their fifth or sixth year; following this, it may be said that the female bears earlier than the fourth year.

c. If the male seal cannot become a bull ("seecatchie") earlier than the fifth year, then, as Buffon remarks, "animals can live seven times the length of the period required for their maturity;" therefore a *seecatch* cannot live less than thirty years, and a female not less than twenty-eight.\*

Taking the opinion of Buffon for ground in saying that animals do not come to their full maturity until one-seventh

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\* "This remark is sustained by the observation of old men, and especially by one of the best creoles, Shiesneekov, who was on the island of Saint Paul in 1817, and who knows of one "seecatch," (known by a bald head,) which in that time had already a large herd of cows or females, surrounded and hunted by a like number of females and strong, savage old bulls; therefore it may be safely thought that this bull did not get his growth until his fifth year, and at this time he could not have been less than ten years old; and this same bull came every year to the island and the same place for fifteen years in succession, up to 1832, and it was only in the later years that his harem grew smaller and smaller in number."

of their lives has passed, it goes also to prove that the female seal cannot bear young before her fourth year.

It is without doubt a fact that female seals do not begin to bear young before their fifth year, i. e., the next four years after the one of their birth, and not in the third or fourth. Certainly we can allow that some females bear in their fourth year; that, however, is not the rule, but the exception. To make it more apparent that females cannot bear young in their third year, consider the two-year-old females, and compare them with "see-catchie" (adult bulls) and cows, (adult females,) and it will be evident to all that this is impossible.

Do the females bear young every year; and how often in their lives do they bring forth?

To settle this question is very difficult, for it is impossible to make any observations upon their movements; but I think that the females in their younger years (or prime) bring forth every year, and as they get older, every other year; thus (according to people accustomed to them) they may each bring forth in their whole lives from ten to fifteen young, and even more. This opinion is founded on the fact that never (except in one year, 1832) have an excessive number of females been seen without young; that cows not pregnant hardly ever come to the Prybilov Islands; that such females cannot be seen every year. As to how large a number of females do not bear, according to the opinions and personal observations of the old people, the following may be depended upon with confidence: not more than one-fifth of the mature or "effective" females are without young; but to avoid erroneous impressions or conflicting statements between others and myself, I have had but one season, ("trayt") in which to personally observe and consider the multiplication of seals.

There is one more very important question in the consideration of the breeding or the increase of seals, and that is, *of the number of young seals born in one year, how many are males; and is the number of males always the same in proportion to the females?*

Judging from the holluschickie accumulated from the "za-pooska" in 1822-'24 on the island of Saint Paul, and in 1826-'27 on the island of Saint George, the number of young males was very variable; for example, on the island of Saint Paul, in three years 11,000 seals were spared, and in the following three years there were killed 7,000, i. e., about two-thirds of the number

saved; opposed to this, on the island of Saint George, from 8,500 spared seals in two years, less than 3,000 were taken, hardly one-third.

Why this irregularity? Why should more young males be born at one time, and at another less? Or why should there be years in which many cows do not bear young?

According to the belief of the people here, I think that of the number of seals born every year, half are males, and as many females.

To demonstrate the above-mentioned conditions of seal-life, the table, No. 1, has been formed of the number of seals annually killed on the Pribilof Islands from 1817 to 1838, (when this work was ended.)

From this it will be seen that—

1. No single successive year presents a good number of seals killed as compared with the previous year; the number is always less.

2. The annual number of seals killed was not in a constant ratio.

3. And, therefore, in the regular hunting-season there is less need or occasion during the next fifteen years to demand the whole seal kind.

4. Fewer seals were killed in those years generally following a previous year in which there were larger numbers of the "holluschickie;" that is, when the young males were not completely destroyed, and more were killed when the number of "holluschickie" was less.

5. The number of "holluschickie" is a true register or showing of the numbers of seals; *i. e.*, if the "holluschickie" increase and exist like the young females, and conversely.

6. Holluschickie break from the (common) herd and gather by themselves no earlier than the third year, as seen in the case of the spared seals on the islands of Saint George and Saint Paul, the latter from 1822-'24, 1835-'37, inclusive; the former from 1826-'27.

7. The number of seals killed on the island of Saint George after two years ("zapoooska") was resumed and gradually increased to five times as many.

8. In the fifth year from the first "zapoooskie" (or saving) it became possible to count or reckon on the number remaining, and six-year-olds began to appear twelve times as numerous, and seven-year-olds came in numbers sevenfold greater than

their previous small number; and, therefore, the number of three-year-old seals was quite constant.

9. If on the island of Saint George, in 1826-'27, the seals had not had this rest, ("zaposka,") and the killing had been continued, even at the diminished ratio of one-eighth, in 1840 or 1842 there would not have been a single seal left, as appears by the following table :

	Seals.		Seals.
1825.....	5,500	1833.....	1,360
1826.....	4,400	1834.....	1,190
1827.....	3,520	1835.....	1,040
1828.....	2,816	1836.....	850
1829.....	2,468	1837.....	700
1830.....	2,160	1838.....	580
1831.....	1,890	1839.....	500
1832.....	1,554	1840.....	400

10. Following two years of "zaposka," (saving,) the seal-life is enhanced for more than ten years, and the loss sustained by the company in the time of "zaposkov" (about 8,500) is made good in the long run. The case may be thus stated: If the company had not spared the seals in 1826-'27, they would have received, from 1826 to 1838, (twelve years,) no more than 24,000, but by making this zaposka regulation for two years they got in ten years 31,576, and, beyond this, they can yet take 15,000 without another, or any, zaposka.

11. And in this case, where such an insignificant number of seals was spared on Saint George, (about 8,500,) and in such a short time, (two years,) the result was at once significant every year; that is, three times more appeared than the number spared. The result, therefore, must be large annually on the island of Saint Paul, where, in consequence of the last orders or directions of the governor, already four years of saving have been in force, in which time over 30,000 seals have been left for breeding.

On this account, and in conformity with the above, I here present a table, a prophesy of the seals that are to come in the next fifteen years from 7,060 seals saved on the island of Saint Paul in 1835.

On the island of Saint Paul, at the direction of the governor, a "zaposk" or saving was made of 12,700 seals; that is, before the year 1834 there were killed 12,700 seals, and on the following year, if this saving had not been made, according to the testimony of the inhabitants, no more than 12,200 seals would or

could have been taken from the islands, it being thought that this number (12,200) was only one twenty-fifth of the whole; but instead of killing 12,200, only 4,052 were taken, leaving in 1835, for breeding, 8,148 fresh young seals, males and females, together.

In making this hypothetical table of seals that are to come, I take the average killing, that is, one-eighth part, and proceed on the supposition that the number of saved seals will not be less than 7,060.

In the number of 7,060 seals we can calculate upon 3,600 females; that is, a slight majority of males. With the new females born under this "zapooska" I place half of those born the first year, and so on.

Females, in the twelve or eighteen years next after their birth, must become less in number from natural causes, and by the twenty-second year of their lives they must be quite useless for breeding.

Of the number of seals which may be born during the next four years of "zapooska," or longer, we may take half for females. This number is included in the table, and the males, or "holluschickie," make up the total.

From the II Table, observe that—

1. Old females, that is, those which in 1835 were capable of bearing young, in 1850 must be canceled, (minus.) They probably die in proportion of one-eighth of the whole number every year.

2. For the first four years of zapooska, until the new females begin to bear, their number will be generally less.

3. A constant number of seals will continue during the first six years of their zapooska; in twelve years these seals will double, in fourteen years they will have increased threefold; and after fifteen years of this zapooska or saving of 7,060, in the first year 24,000 may be taken from them, in the second 28,000, in the third 32,000, in the fourth 36,000, in the fifth 41,000; thus in five years more that 160,000 can be taken. Then, under the supervision of persons who will see that one-fifth of the seals be steadily spared, 32,000 may be taken every year for a long time.

4. Moreover, from the production of fifteen years "zapooska" there can be taken from 60,000 to 70,000 holluschickie, which, together with 160,000 seals, makes 230,000.

5. If this "zapooska" for the next fifteen years is not made

for the seal-life, diminution will certainly ensue, and all this time, with all possible effort, no more than 50,000 seals will be taken.

Here it should be said that this hypothetical table of the probable increase of seals is made on the supposition of the decrease of females, and an average is taken accordingly. Furthermore, on the island of Saint Paul, in 1836-'37, instead of 7,900 seals being killed, but 4,860 were taken. Hence it follows that these 1,500 females thus saved in two years, and which are omitted from the table, will also make a very significant addition to the incoming seals.\*

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\* I give this chapter of Veniaminov's without abridgment, although it is full of errors, to show that while the Russians gave this matter evidently much thought at headquarters, yet they failed to send some one on to the ground, who, by first making himself acquainted with the habits of the seals from close observation of their lives, should then be fitted to prepare rules and regulations founded upon this knowledge. These suggestions of Veniaminov were, however, a vast improvement on the work as it was conducted, and they were adopted at once, but it was not until 1845 that the great importance of never disturbing the breeding-seals was recognized.

H. W. E.

TABLE II.—Showing the number of seals that will visit the island in the next twenty-two years, a prophecy made by Veniaminov in 1834.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1833	1835	1836	1837	1838	1839	1840	1841	1842	1843	1844	1845	1846	1847	1848	1849	1850	1851	1852	1853	1854	1855	1856
1	3,600	0	0	0	0	900	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,000	800	400	200	100	...	...
2	1896	0	3,150	...	...	...	785	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,000	700	300	...	...	...
3	1837	0	2,755	...	...	...	...	600	600	600	600	600	600	600	600	600	600	600	600	600	100	...
4	1838	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
5	1839	...	...	2,410	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
6	1840	...	...	...	...	1,845	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
7	1841	...	...	...	New	900	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
8	1842	...	...	...	Total	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
9	1843	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
10	1844	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
11	1845	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
12	1846	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
13	1847	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
14	1848	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
15	1849	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Total ♀	3,600	3,150	2,755	2,410	2,110	2,745	3,585	4,825	4,898	5,325	6,000	6,805	7,990	8,325	10,754	12,389	14,153	16,148	18,216	20,830	20,105	19,358
Total ♂	3,660	3,150	2,755	2,410	2,110	2,745	3,435	4,215	4,102	5,376	6,000	6,785	8,010	8,367	10,740	12,331	14,147	16,168	18,243	20,854	20,083	19,342
All ...	7,060	6,300	5,500	4,820	4,220	5,490	7,000	8,500	9,700	10,700	12,000	13,600	16,000	16,693	21,500	24,700	28,300	32,360	36,400	41,640	40,200	38,700



From this table behold that—

a. Every fifteen years, from 3,600 females, there can be received in sixteen years 24,700 seals; in sixteen years still more; and in twenty years 41,640.

b. In the twenty-first year the incomers begin to diminish, provided that if in the mean time, or the following sixteen years, a certain number of young seals are not left to breed; and if every year a known number are left to breed, then in all following years the yield will never be less than 20,000 every year.

TABLE III.—*Calculation as to the coming of the seals on the island of Saint George, made up from two years, and based upon that experience, (1827-'28.)*

Year.		1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	Grand total.
		1826.	1827.	1828.	1829.	1830.	1831.	1832.	1833.	1834.	1835.	1836.	1837.	
1	1826 .....	2,200					450	700	700	700	700	700	700	
2	1827 .....	Breeding	2,050					360	600	600	600	600	600	
3	1828 .....	Light		1,700	1,500	1,200	1,000	700	550	400	250	100	50	
Females .....		2,200	2,050	1,700	1,500	1,200	1,450	1,760	1,850	1,700	1,550	1,400	1,350	
Holluschickie .....		2,200	2,050	1,600	1,500	1,200	1,450	1,760	1,800	1,700	1,500	1,500	1,400	
Total .....		4,400	4,100	3,300	3,000	2,400	2,900	3,520	3,650	3,400	3,050	2,900	2,750	30,870

The actual taking of seals was as follows :

	Seals.
In 1828 .....	4,778
In 1829 .....	3,661
In 1830 .....	2,834
In 1831 .....	3,084
In 1832 .....	3,296
In 1833 .....	3,212
In 1834 .....	3,051
In 1835 .....	2,528
In 1836 .....	2,550
In 1837 .....	2,582
Total .....	31,476

From this table it will be seen that up to 1838 my calculation makes a yield of ..... 30,870  
While the actual result was ..... 31,476

Difference of ..... 606

The difference determines that the hypothesis upon which the table is based is correct.

A CONFERENCE WITH THE NATIVES OF THE SEAL ISLANDS,  
JULY 25-26, 1874.

For the purpose of learning what these people might have to say in regard to the seal business as it is now conducted, Lieutenant Maynard and myself asked the chiefs to select those men among themselves who knew most in regard to the matter, especially those who had been most in the habit of noting the rookeries, and have them meet us privately to hear what they might feel disposed to do if they had anything to say in the matter; and accordingly some fifteen of them, oldest and wisest, including all the chiefs of Saint Paul and one that belongs to Saint George, met us. We had a smart Russian creole for interpreter, a sailor from our own vessel, and sat for two long evenings with them in conference. The result may be summed up as follows:

In regard to the condition of the seal-life, the natives are both watchful and solicitous, but do not present any argument against the annual killing of 100,000 young males over one year and under five, as is now conducted; that is, 90,000 on Saint Paul and 10,000 on Saint George; but the Saint Paul people have a very natural and strong feeling that they should *alone* reap the benefit that arises from the increase in the number killed on their island; that the \$6,000, which is represented by the additional 15,000 killed last summer on this island, should be shared among themselves, and feel a little sore about having the Saint George people come over here to do this work and take the proceeds, which they did on their own island (Saint George) last year. They do not think 90,000 any too many on Saint Paul, if they *alone* shall kill the animals and take the reward; but suddenly, when it is found that they are to be paid only for the original erroneous *pro rata*, 75,000, they become very fearful of the result of killing 90,000, with as many five-year-old bulls as have been killed this summer. As this solicitude is due to no other reason than this very perceptible anxiety, its expression must be taken with some reservation. But this constant anticipation of injurious results, even if there exist no grounds for apprehension, is of great advantage to both the agents of Government and the company; for the public may rest assured that the first evidence of any decrease of seal-life on these rookeries of Saint Paul will be at once observed by the jealous eyes of their many native keepers, even were there no agents of

either party now in control capable of discerning it, which is not likely, however, to be the case.

We explained to them, in return, that the law which limited the killing on Saint George to 25,000, and on Saint Paul to 75,000, was based upon the imperfect information furnished by the agents of the Government sent to the islands, and that killing 25,000 out of 100,000 on an island where there was not one-twentieth of the number of seals that were on the ground where the remaining 75,000 were taken, was entirely wrong, and must be corrected, for the best interests of all parties concerned; and that they had no right to profit at the expense of their brethren on Saint George, who were expected, at the time the law was made, to share equally with them the proceeds of this labor, and in this spirit the defective law was framed. This explanation appeared to relieve their minds.

They spoke to us with great satisfaction of the bettered condition in which they are living as compared with the state in which they lived but a short time since. A very perceptible shade of gloom settled on the countenances of all when we assured them that the Government could not permit any more "quass" or beer drunkenness among them. We set forth the propriety of this course on the part of the Secretary of the Treasury as justified by the following reasons:

1. They are at present living without the restraint of policemen and prisons, fines, &c., which we employ for the suppression of such disorder in our own land, and it was best for them to live sober and avoid the necessity of having such institutions.

2. That they were, by the great generosity of the Government and the company, allowed to enjoy the sole privilege of participation in the sealing-labor and its good reward, by which they were enabled to live in such comfort and ease; that if they indulged in drinking they would drop out from the skinning-gangs, and be unable in a few years to attend properly to their duty on the killing-grounds; that then the company would have the power and would be justified in procuring others to do this work, and that then but a short time would elapse before the labor of persons not addicted to drink would crowd them and their children out of their comfortable possession.

In the course of our conversation with them in regard to the events of early days on the island, they gave the following as facts, relying on the "vivid imaginations and faithful memories"

with which they are credited by the man who, of all men, best knew them, Veniaminov:

"In 1835, on the 'Lagoon' rookery, there were only two bulls; the cows were, however, in number excessive; about as many as are on 'Na Speel' to-day, (2,000.) On 'Zapadnie' about one thousand cows, bulls, and pups; at Southwest Point there was nothing; two small rookeries were on the north shore of Saint Paul, near a place called 'Maroonitch;' they have been deserted, however, by the seals for a long time; the oldest man on the island, Zachar Seedick, aged 57, has never seen them there; has only heard of it.

"On Northeast Point there were seven small rookeries running around the point; only fifteen hundred cows, pups, and bulls, all told; this number includes the 'holluschickie,' which in those days lay in among the breeding-seals, there being so few bulls that they were permitted to do so. On 'Polavina' there were about five hundred cows, bulls, pups, and 'holluschickie;' on 'Lukannon' and 'Ketavie,' about three hundred; only ten bulls on 'Ketavie,' so few young males lying in all together that they took no note of them on these rookeries; on the 'Reef' and 'Gorbotch,' about one thousand only; of these some eight hundred, 'holluschickie' included, lying in with the breeding-seals; there were about twenty old bulls only on Gorbotch, and but ten on the Reef; on 'Nau Speel' there were about a hundred. The village was here then as now.

"In 1845 we took the young males alone, respecting the sexes for the first time; took only about twenty a day on Northeast Point; on the Reef, all the way from one hundred and fifty to two hundred a day.

"In 1857 the breeding-rookeries were nearly as large as they are now; *but have been rather gradually increasing* ever since. Prior to 1835 the village was up at the little fresh-water lake, and the seals are reported, previous to this date, many years, to have run all over the present village ground, very much as they do at Zapadnie to-day."

In regard to the numbers of the fur-seal when the Russians first took possession of the ground, in 1787, the present generation, descendants of these pioneers, have only a general vague impression that the seals were somewhat more numerous in the first days of Russian occupation than they are now.

With regard to the probable truth of the foregoing statement of the natives to us, I can only call attention to the fact that

the entire sum of seal-life, as given by them, is 4,100 of all classes; now, Bishop Veniaminov publishes an authentic record of the killing on these islands from 1817 to 1837, (the time in which he finished his work,) by which it will be seen that in this year of 1835, 4,052 seals were killed and taken; and if the account of the natives was true, that would leave on the island only 50 for 1836, in which year, however, 4,040 were killed, and in 1837 4,220, and there was a steady increase in the killing by the Russians up to 1850, when they governed their catch by the market alone.

This great diminution of the seal-life, setting in at 1817 and running on steadily in decline until 1834, when it began to mend, is well accounted for by Veniaminov's account. From this it will be seen that after greedy Russian companies on these islands had killed seals for over fifteen years in unknown numbers without causing any great change in the ratio of numbers, a diminution began gradually to set in, which became obvious in 1817, and attained its maximum in 1834-'35, when hardly a tithe of the former numbers appeared on the ground; but from that year change in the management, &c., promoted an increase, and they steadily augmented up to their former great numbers, by 1855-'57 reaching a maximum at which they have remained, as far as my investigations throw light on the subject; a few years more of proper observation on the ground here will settle the matter to the satisfaction of all concerned.

A variety of reasons have been given for this diminution, but the case is clear that as the animals to be slain were selected at random on the breeding-grounds from males and females, they gradually, in consequence of this incessant molestation, began to shun the islands, seeking some other land, and there breeding, in spite of many natural difficulties; but as soon, however, as the Russians began to respect the principle of never driving or killing the females, the seals gradually regained their confidence, and finally returned to these islands, the most convenient and best adapted for their occupation in the northern hemisphere. This was the reason for their disappearance at that time, or they were suffering from the ravages of some unknown distemper.

## CHAPTER VII.

### THE HABITS OF THE FUR-SEAL, ETC.

THE SEAL-LIFE ON THE PRYBILOV ISLANDS may be classed under four heads, as follows, viz :

The FUR-SEAL, (*Callorhinus ursinus*,) Kautickie of the Russians.

The SEA-LION, (*Eumetopias stellerii*,) See vitchie of the Russians.

The HAIR-SEAL, (*Phoca vitulina*,) Nearhpah of the Russians.

The WALRUS, (*Rosmarus arcticus*,) Morsjee of the Russians.

Of the above, the hair-seal is the animal upon which popular and, indeed, scientific opinion is founded as to what a seal appears like, and has in this way given to the people a false idea of its relatives, above enumerated, and has made it exceedingly difficult for the naturalist to correctly discriminate between them; for, although it belongs to the same family, it does not even have a generic affinity to those seals with which it has been persistently confounded, viz, the fur-seal and sea-lion, no more so than has the raccoon to the black or grizzly bear, both being as nearly related to each other.

A detailed description of this seal, *Phoca vitulina*, is quite unnecessary, as species of the genus are common pets all over the world where zoölogical gardens are established, and its grotesquely stuffed skin is still more frequently to be met with.

It differs, however, so completely in shape and habit from its congeners on these islands, that it may be well, so as to preserve a sharp line of distinction, to state that it seldom comes up from the water more than a few rods, at the most, generally resting at the margin of the surf-wash; it takes up no position on land to hold and protect a harem, preferring the detached water-worn rocks which occasionally project out a little above the sea-level and are only wet entirely over by heavy storms; and the animal when it is disturbed immediately goes to sea. Upon these small spots of rocky, wet isolation from the main island, and some secluded places on the north shore, the "nearhpah," as the natives call it, brings forth its young, which is a

single pup, perfectly white, weighing about three or four pounds. This pup grows rapidly, and weighs, in three to four months, forty or fifty pounds, and at that time has a coat of soft, steel-gray hair on the head, limbs, and abdomen, with the back most richly mottled and barred lengthwise with dark-brown and brown-black. When they appear in the spring, following, this gray tone to their color has become a dingy ocher, and the mottling appears well over the head and on the upper side or back of the flippers, or feet, correspondingly dim.

There is no appreciable difference as to color or size between the sexes.

They are not polygamous, as far as I have observed.

They are exceedingly timid and wary at all times, and in this way they are diametrically opposed, not by shape alone, but by habit and disposition, to the fur-seal and sea-lion.

Their skin is of little value compared with that of the fur-seal, and their chief merit is the relative greater juiciness and sweetness of their flesh to those who are in any way partial to seal-meat.

I desire also to correct a common error, made in comparing *Phocidæ* with *Otaridæ*, where it is stated that, in consequence of the peculiar structure of their limbs, their progression on land is "*mainly accomplished* by a wriggling, serpentine motion of the body, slightly assisted by the extremities." This is not so; for, when excited to run or exert themselves to reach the water suddenly, they strike out quickly with *both fore feet*, simultaneously lift and drag the whole body, without any wriggling whatever, from 6 inches to a foot ahead and slightly from the earth, according to the violence of the effort and the character of the ground; the body then falls flat, and the fore-flippers are free for another similar action, and this is done so earnestly and rapidly that in attempting to head off a young nearhpah from the water I was obliged to leave a brisk walk and take to a dog-trot to do it. The hind feet are not used when exerted in rapid movement at all, and are dragged along in the wake of the body, perfectly limp. They do use their posterior parts, however, when leisurely climbing up and over rocks, or playing one with another, but it is always a weak effort, and clumsy. These remarks of mine, it should be borne in mind, apply only to the *Phoca vitulina*, that is found around these islands at all seasons of the year, but in very small numbers. I have never seen more than twenty-five or thirty at any

one time, but I think its principle of locomotion will be found to apply on land to all the rest of its genera.

The scarcity of this species and of all its generic allies is notable in the waters of the North Pacific as compared with those of the circumpolar Atlantic, where the hair-seals are found in immense numbers, giving employment every year to a fleet of sailing and steam vessels which go forth from St. John's, Halifax, and elsewhere, fitted for seal-fishing, taking over three hundred thousand of these animals each season, the principal object being the oil rendered from them, the skins having but small commercial value.\*

#### THE FUR-SEAL, (*CALLORHINUS URSINUS*,)

Which repairs to these islands to breed, &c., in numbers that seem almost fabulous, is by far the highest organized of all the Pinnipedia, and, indeed, for that matter, when land and water are fully taken into account, there is no other animal superior to it from a purely physical point of view; and few creatures that can be said to exhibit a higher order of instinct, approaching even intelligence, belonging to the animal kingdom.

Regarding a male six to seven years old, and full grown, when he comes up from the sea in the spring on to his station for the breeding-season, we have an animal that will measure  $6\frac{1}{2}$  to  $7\frac{1}{2}$  feet in length, from tip of nose to end of tail, and weighing at least 400 pounds, and sometimes as much, perhaps, as 600. (?) The head, which in comparison with the immense thick neck and shoulders, seems to be disproportionately small; but as we come to examine it we will find that it is mostly all occupied by the brain; the light frame-work of the skull supports an expressive pair of large bluish-hazel eyes, and a muzzle and jaws of nearly the same size and form observed in any full-blooded Newfoundland dog, with the difference of having no flabby, hanging lips; the upper lips support a white and yellowish-gray mustache, long, and, when not torn in combat, luxuriant, composed of heavy stiff bristles.

Observe it as it comes leisurely swimming on toward the land; how high above the water it carries its head, and how deliberately it surveys the beach, after having *stepped* up on it;

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\* An excellent and, I have every reason to believe, correct description of this seal-fishery in the North Atlantic has been published by Michael Carroll, who writes in a manner indicative of great familiarity with the business.



it may be truly said to step with its fore flippers, for they regularly alternate as it moves up, carrying the head well above them, at least three feet from the ground, with a perfectly erect neck.

The fore feet, or hands, are a pair of dark bluish-black flippers, about 8 or 10 inches broad at their junction with the body, running out to an ovate point some 15 to 18 inches from this union, which is at the carpal joint, corresponding to our wrist; all the rest of the fore-arm, the ulna, radius, and humerus, being concealed under the skin and thick blubber folds of the main body and neck, concealed entirely at this season when it is so fat; but later, when flesh or fat has been consumed by absorption, they come quite plainly into view.

On the upper side of these flippers, the hair straggles down finer and fainter, as it comes down to a point close to and slightly beyond where the phalanges and the metacarpal bones are jointed, similar to the spot where our knuckles are placed, and there ends, leaving the skin bare and wrinkled in places at the margin of the inner side, showing five small pits containing abortive nails, which are situated immediately over the union of the phalanges with their cartilaginous continuations to the end of the flipper.

On the under side of the flipper the skin is entirely bare from the end up to the body connection, deeply and regularly wrinkled with seams and furrows, which cross one another, so as to leave a kind of sharp diamond-pattern.

But we observe as the seal moves along that, though it handles its fore limbs in a most creditable manner, it brings up its rear in quite a different style; for after every second step ahead with the fore feet it arches its spine, and with it drags and lifts together the hinder limbs to a fit position under its body for another movement forward, by which the spine is again straightened out so as to take a fresh hitch up on the posteriors. This is the leisurely and natural movement on land when not disturbed, the body being carried clear of the ground.

The radical difference in the form and action of the hinder feet cannot fail to strike the eye at once. They are one-seventh longer and very much lighter and more slender; they, too, are merged in the body like those anterior; nothing can be seen of the leg above the tarsal joint.

The shape of this hind flipper is strikingly like a human foot, provided the latter were drawn out to a length of 20 or 22

inches, the instep flattened down and the toes run out into thin, membraneous, oval-tipped points, only skin-thick, leaving three strong cylindrical grayish horn-colored nails, half an inch long, back six inches from these skinny toe-ends, without any nails to mention on the big and little toes.

On the upper side of this foot the hair comes down to the point where the metatarsus and phalangeal bones joint and fades out; from this junction the phalanges, about six inches down to the nails, are entirely bare and stand ribbed up in bold relief on the membrane which unites them as a web; the nails mark the ends of the phalangeal bones and their union in turn with the cartilaginous processes, which run rapidly tapering and flattening, out to the ends of the thin toe-flaps.

Now, as we look at this fur-seal's progression, that which seems most odd is the gingerly manner (if I may be allowed to use the expression) in which it carries these hind-flippers; they are held out at right angles from the body directly opposite the pelvis, the toe-ends and flaps slightly waving and curling or drooping over, supported daintily, as it were, above the earth, only suffering its weight behind to fall upon the heels, which are opposed to each other scarcely five inches apart.

We shall, as we see him again later in the season, have to notice a different mode of progression, both when lording it over his harem or when he grows shy and restless at the end of the breeding-season, and now proceed to notice him in the order of his arrival and that of his family, his behavior during the long period of fasting and unceasing activity and vigilance and other cares which devolve upon him, as the most eminent of all polygamists in the brute world; and to fully comprehend this exceedingly interesting animal, it will be necessary to refer to my drawings and paintings made from it and its haunts.

The adult males are first to arrive in the spring on the ground deserted by all classes the preceding year.

Between the 1st and 5th of May, usually, a few bulls will be found scattered over the rookeries pretty close to the water. They are at this time quite shy and sensitive, not yet being satisfied with the land, and a great many spend day after day before coming ashore idly swimming out among the breakers a little distance from the land, to which they seem somewhat reluctant at first to repair. The first arrivals are not always the oldest bulls, but may be said to be the finest and most ambitious of their class; they are full-grown and able to hold their

stations on the rocks, which they immediately take up after coming ashore.

I am not able to say authoritatively that these animals come back and take up the same position on the breeding-grounds occupied by them during the preceding season; from my knowledge of their action and habit, and from what I have learned of the natives, I should say that very few, if any of them, make such a selection and keep these places year after year. One old bull was pointed out to me on the Reef Garbutch Rookery as being known to the natives as a regular visitor at, close by, or on the same rock every season during the past three years, but he failed to re-appear on the fourth; but if these animals came each to a certain place and occupied it regularly, season after season, I think the natives here would know it definitely; as it is, they do not. I think it very likely, however, that the older bulls come back to the same rookery-ground where they spent the previous season, but take up their positions on it just as the circumstances attending their arrival will permit, such as fighting other seals which have arrived before them, &c.

With the object of testing this matter, the Russians, during the early part of their possession, cut off the ears from a given number of young male seals driven up for that purpose from one of the rookeries, and the result was that cropped seals were found on nearly all the different rookeries or "hauling-grounds" on the islands after. The same experiment was made by agents two years ago, who had the left ears taken off from a hundred young males which were found on Lukannon Rookery, Saint Paul's Island; of these the natives last year found two on Novashtosh-nah Rookery, ten miles north of Lukannon, and two or three from English Bay and Tolstoi Rookery, six miles west by water; one or two were taken on Saint George's Island, thirty-six miles to the southeast, and not one from Lukannon was found among those that were driven from there; and, probably, had all the young males on the two islands been driven up and examined, the rest would have been found distributed quite equally all around, although the natives say that they think the cutting off of the animal's ear gives the water such access to its head as to cause its death; this, however, I think requires confirmation. These experiments would tend to prove that when the seals approach the islands in the spring, they have nothing but a general instinctive appreciation of the fit-

ness of the land as a *whole*, and no especial fondness for any *particular spot*.

The landing of the seals upon the respective rookeries is influenced greatly by the direction of the wind at the time of approach to the islands. The prevailing winds, coming from the northeast, north, and northwest, carry far out to sea the odor or scent of the pioneer bulls, which have located themselves on different breeding-grounds three or four weeks usually in advance of the masses; and hence it will be seen that the rookeries on the south and southeastern shores of Saint Paul's Island receive nearly all the seal-life, although there are miles of eligible ground on the north shore.

To settle this question, however, is an exceedingly difficult matter; for the identification of individuals, from one season to another, among the hundreds of thousands, and even millions, that come under the eye on a single one of these great rookeries, is really impossible.

From the time of the first arrivals in May up to the 1st of June, or as late as the middle of this month, if the weather be clear, is an interval in which everything seems quiet; very few seals are added to the pioneers. By the 1st of June, however, or thereabouts, the foggy, humid weather of summer sets in, and with it the bull-seals come up by hundreds and thousands, and locate themselves in advantageous positions for the reception of the females, which are generally three weeks or a month later, as a rule.

The labor of locating and maintaining a position in the rookery is really a serious business for those bulls which come in last, and for those that occupy the water-line, frequently resulting in death from severe wounds in combat sustained.

It appears to be a well-understood principle among the able-bodied bulls that each one shall remain undisturbed on his ground, which is usually about ten feet square, provided he is strong enough to hold it against all comers; for the crowding in of fresh bulls often causes the removal of many of those who, though equally able-bodied at first, have exhausted themselves by fighting earlier, and are driven by the fresher animals back farther and higher up on the rookery.

Some of these bulls show wonderful strength and courage. I have marked one veteran, who was among the first to take up his position, and that one on the water-line, where at least fifty or sixty desperate battles were fought victoriously by him

with nearly as many different seals, who coveted his position, and when the fighting-season was over, (after the cows have mostly all hauled up,) I saw him, covered with scars and gashes raw and bloody, an eye gouged out, but lording it bravely over his harem of fifteen or twenty cows, all huddled together on the same spot he had first chosen.

The fighting is mostly or entirely done with the mouth, the opponents seizing each other with the teeth and clenching the jaws; nothing but sheer strength can shake them loose, and that effort almost always leaves an ugly wound, the sharp canines tearing out deep gutters in the skin and blubber or shredding the flippers into ribbon-strips.

They usually approach each other with averted heads and a great many false passes before either one or the other takes the initiative by gripping; the heads are darted out and back as quick as flash, their hoarse roaring and shrill, piping whistle never ceases, while their fat bodies writhe and swell with exertion and rage, fur flying in air and blood streaming down—all combined make a picture fierce and savage enough, and, from its great novelty, exceedingly strange at first sight.

In these battles the parties are always distinct, the offensive and the defensive; if the latter proves the weaker he withdraws from the position occupied, and is never followed by his conqueror, who complacently throws up one of his hind flippers, fans himself as it were, to cool himself from the heat of the conflict, utters a peculiar chuckle of satisfaction or contempt, with a sharp eye open for the next covetous bull or "see-catch."<sup>\*</sup>

The period occupied by the males in taking and holding their positions on the rookery offers a favorable opportunity in which to study them in the thousand and one different attitudes and postures assumed between the two extremes of desperate conflict and deep sleep—sleep so sound that one can, by keeping to the leeward, approach close enough, stepping softly, to pull the whiskers of any one taking a nap on a clear place; but after the first touch to these whiskers the trifier must jump back with great celerity, if he has any regard for the sharp teeth and tremendous shaking which will surely overtake him if he does not.

The neck, chest, and shoulders of a fur-seal bull comprise

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<sup>\*</sup> "See-catch," native name for the bulls on the rookeries, especially those which are able to maintain their position.

more than two-thirds of his whole weight, and in this long thick neck and fore limbs is embodied the larger portion of his strength; when on land, with the fore feet he does all climbing over rocks, over the grassy hummocks back of the rookery, the hind flippers being gathered up after every second step forward, as described in the manner of walking; these fore feet are the propelling power when in water, almost exclusively, the hinder ones being used as rudders chiefly.

The covering to the body is composed of two coats, one being of short, crisp, glistening over-hair, and the other a close, soft, elastic pelage, or fur, which gives distinctive value to the pelt.

At this season of first "hauling up" in the spring, the prevailing color of the bulls, after they dry off and have been exposed to the weather, is a dark, dull brown, with a sprinkling of lighter brown-black, and a number of hoary or frosted-gray coats; on the shoulders the over-hair is either a gray or rufous-ocher, called the "wig;" these colors are most intense upon the back of the head, neck, and spine, being lighter underneath. The skin of the muzzle and flippers, a dark bluish black, fading to a reddish and purplish tint in some. The ears and tail are also similar in tint to the body, being in the case of the former a trifle lighter; the ears on a bull fur-seal are from an inch to an inch and a half in length; the *pavilions* tightly rolled up on themselves so that they are similar in shape and size to the little finger on the human hand, cut off at the second (phalangeal) joint, a shade more cone-shaped, for they are greater in diameter at the base than at the tip.

I think it probable that the animal has and exerts the power of compressing or dilating this scroll-like *pavilion* to its ear, accordingly as it dives deep or rises in the water; and also, I am quite sure that the hair-seal has this control over the *meatus externus*, from what I have seen of it; but I have not been able to verify it in either case by observation; but such opportunity as I have had, gives me undoubted proof of the greatest keenness in hearing; for it is impossible to approach one, even when sound asleep; if you make any noise, frequently no matter how slight, the alarm will be given instantly by the insignificant-looking auditors, and the animal, rising up with a single motion erect, gives you a stare of astonishment, and at this season of defiance, together with incessant surly roaring, growling, and "spitting."

This spitting, as I call it, is by no means a fair or full expres-

sion of the most characteristic sound and action, peculiar, so far as I have observed, to the fur-seals, the bulls in particular. It is the usual prelude to their combats, and follows somewhat in this way: when the two disputants are nearly within reaching or striking distance, they make a number of feints or false passes at one another, with the mouth wide open and lifting the lips or snarling, so as to exhibit the glistening teeth, and with each pass they expel the air so violently through the larynx as to make a rapid choo-choo-choo sound, like the steam-puffs in the smoke-stack of a locomotive when it starts a heavy train, and especially when the driving-wheels slip on the rail.

All the bulls now have the power and frequent inclination to utter four entirely distinct calls or notes—a hoarse, resonant roar, loud and long; a low gurgling growl; a chuckling, sibilant, piping whistle, of which it is impossible to convey an adequate idea, for it must be heard to be understood; and this spitting, just described. The cows\* have but one note—a hollow, prolonged, *bla-a-ting* call, addressed only to their pups; on all other occasions they are usually silent. It is something like the cry of a calf or sheep. They also make a spitting sound, and snort, when suddenly disturbed. The pups "*bla-af*" also, with little or no variation, the sound being somewhat weaker and hoarser than that of their mothers for the first two or three weeks after birth; they, too, spit and cough when aroused suddenly from a nap or driven into a corner. A number of pups crying at a short distance off bring to mind very strongly the idea of a flock of sheep "*baa-aa-ing*."

Indeed, so similar is the sound that a number of sheep brought up from San Francisco to Saint George's Island during the summer of 1873 were constantly attracted to the rookeries,

\*Without explanation I may be considered as making use of misapplied terms in describing these animals, for the inconsistency of coupling "pups" with "cows" and "bulls," and "rookeries" with the breeding-grounds of the same, cannot fail to be noticed; but this nomenclature has been given and used by the English and American whalers and sealing-parties for many years, and the characteristic features of the seals suit the odd naming exactly, so much so that I have felt satisfied to retain the style throughout as rendering my description more intelligible, especially so to those who are engaged in the business or may be hereafter. The Russians are more consistent, but not so "pat." The bull is called "see-catch," a term implying strength, vigor, &c.; the cow, "matkah," or mother; the pups, "kotickie," or little seals; the non-breeding males, under six and seven years, "hollue-chickie," or bachelors. The name applied collectively to the fur-seal by them is "morskie-kot," or sea-cat.

running in among the seals, and had to be driven away to a good feeding-ground by a small boy detailed for the purpose.

The sound arising from these great breeding-grounds of the fur-seal, where thousands upon thousands of angry, vigilant bulls are roaring, chuckling, piping, and multitudes of seal-mothers are calling in hollow, bla-ating tones to their young, which in turn respond incessantly, is simply indescribable. It is, at a slight distance, softened into a deep booming, as of a cataract, and can be heard a long distance off at sea, under favorable circumstances as far as five or six miles, and frequently warns vessels that may be approaching the islands in thick, foggy weather, of the positive, though unseen, proximity of land. Night and day, throughout the season, the din of the rookeries is steady and constant.

The seals seem to suffer great inconvenience from a comparatively low degree of heat; for, with a temperature of 46° and 48° on land, during the summer, they show signs of distress from heat whenever they make any exertion, pant, raise their hind flippers, and use them incessantly as fans. With the thermometer at 55°-60°, they seem to suffer even when at rest, and at such times the eye is struck by the kaleidoscopic appearance of a rookery, on which a million seals are spread out in every imaginable position their bodies can assume, all industriously fanning themselves, using sometimes the fore flippers as ventilators, as it were, by holding them aloft motionless, at the same moment fanning briskly with the hind flipper, or flippers, according as they sit or lie. This wavy motion of flapping and fanning gives a peculiar shade of hazy indistinctness to the whole scene, which is difficult to express in language; but one of the most prominent characteristics of the fur-seal is this fanning manner in which they use their flippers, when seen on the breeding-grounds in season. They also, when idling, as it were, off shore at sea, lie on their sides, with only a partial exposure of the body, the head submerged, and hoist up a fore or hind flipper clear of the water, while scratching themselves or enjoying a nap; but in this position there is no fanning. I say "scratching," because the seal, in common with all animals, is preyed upon by vermin, a species of louse and a tick, peculiar to itself.

All the bulls, from the very first, that have been able to hold their positions, have not left them for an instant, night or day, nor do they do so until the end of the rutting-season, which



subsides entirely between the 1st and 10th of August, beginning shortly after the coming of the cows in June. Of necessity, therefore, this causes them to fast, to abstain entirely from food of any kind, or water, for three months, at least, and a few of them stay four months before going into the water for the first time after hauling up in May.

This alone is remarkable enough, but it is simply wonderful when we come to associate the condition with the unceasing activity, restlessness, and duty devolved upon the bulls as heads and fathers of large families. They do not stagnate, like bears in caves; it is evidently accomplished or due to the absorption of their own fat, with which they are so liberally supplied when they take their positions on the breeding-ground, and which gradually diminishes while they remain on it. But still some most remarkable provision must be made for the entire torpidity of the stomach and bowels, consequent upon their being empty and unsupplied during this long period, which, however, in spite of the violation of a supposed physiological law, does not seem to affect them, for they come back just as sleek, fat, and ambitious as ever in the following season.

I have examined the stomachs of a number which were driven up and killed immediately after their arrival in the spring, and natives here have seen hundreds, even thousands, of them during the killing-season in June and July, but in no case has anything been found other than the bile and ordinary secretions of healthy organs of this class, with the exception only of finding in *every* one a snarl or cluster of worms,\* from the size of a walnut to that of one's fist, the fast apparently having no effect on them, for when three or four hundred old bulls were slaughtered late in the fall, to supply the natives with "bidarkee" or canoe skins, I found these worms in a lively condition in every paunch cut open, and their presence, I think, gives some reason for the habit which these old bulls have of swallowing small bowlders, the stones in some of the stomachs weighing half a pound or so, and in one paunch I found about five pounds in the aggregate of larger pebbles, which in grinding against one another must destroy, in a great measure, these intestinal pests. The sea-lion is also troubled in the same way by a similar species of worm, and I have preserved a stomach of one of these animals in which are more than ten pounds of bowlders, some of them alone quite large. The greater size of this animal enables

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\*Nematoda.

it to swallow stones which weigh two and three pounds. I can ascribe no other cause for this habit among these animals than that given, as they are of the highest type of the carnivora, eating fish as a regular means of subsistence; varying the monotony of this diet with occasional juicy fronds of sea-weed, or kelp, and perhaps a crab, or such, once in a while, provided it is small and tender, or soft-shelled.

Between the 12th and 14th of June the first of the cow-seals come up from the sea, and the bulls signalize it by a universal, spasmodic, desperate fighting among themselves.

The strong contrast between the males and females in size and shape is heightened by the air of exceeding peace and amiability which the latter class exhibit.

The cows are from 4 to 4½ feet in length from head to tail, and much more shapely in their proportions than the bulls, the neck and shoulders being not near so fat and heavy in proportion to the posteriors.

When they come up, wet and dripping, they are of a dull, dirty-gray color, darker on the back and upper parts, but in a few hours the transformation made by drying is wonderful; you would hardly believe they could be the same animals, for they now fairly glisten with a rich steel and maltese-gray luster on the back of the head, neck, and spine, which blends into an almost pure white on the chest and abdomen. But this beautiful coloring in turn is altered by exposure to the weather, for in two or three days it will gradually change to a dull, rufous ocher below, and a cinereous-brown and gray-mixed above; this color they retain throughout the breeding-season up to the time of shedding the coat in August.

The head and eye of the female are really attractive; the expression is exceedingly gentle and intelligent; the large, lustrous eyes, in the small, well-formed head, apparently gleam with benignity and satisfaction when she is perched up on some convenient rock and has an opportunity to quietly fan herself.

The cows appear to be driven on to the rookeries by an accurate instinctive appreciation of the time in which their period of gestation ends; for in all cases marked by myself, the pups are born soon after landing, some in a few hours after, but most usually a day or two elapses before delivery.

They are noticed and received by the bulls on the water-line stations with much attention; they are alternately coaxed and urged up on to the rocks, and are immediately under the most

jealous supervision; but owing to the covetous and ambitious nature of the bulls, which occupy the stations reaching way back from the water-line, the little cows have a rough-and-tumble time of it when they begin to arrive in small numbers at first; for no sooner is the pretty animal fairly established on the station of bull number one, who has installed her there, he perhaps sees another one of her style down in the water from which she has just come, and in obedience to his polygamous feeling, he devotes himself anew to coaxing the later arrival in the same winning manner so successful in her case, when bull number two, seeing bull number one off his guard, reaches out with his long strong neck and picks the unhappy but passive creature up by the scruff of hers, just as a cat does a kitten, and deposits her on his seraglio-ground; then bulls number three, four, and so on, in the vicinity, seeing this high-handed operation, all assail one another, and especially bull number two, and have a tremendous fight, perhaps for half a minute or so, and during this commotion the cow generally is moved or moves farther back from the water, two or three stations more, where, when all gets quiet, she usually remains in peace. Her last lord and master, not having the exposure to such diverting temptation as had her first, he gives her such care that she not only is unable to leave did she wish, but no other bull can seize upon her. This is only one instance of the many different trials and tribulations which both parties on the rookery subject themselves to before the harems are filled. Far back, fifteen or twenty stations deep from the water-line sometimes, but generally not more on an average than ten or fifteen, the cows crowd in at the close of the season for arriving, July 10 to 14, and then they are able to go about pretty much as they please, for the bulls have become greatly enfeebled by this constant fighting and excitement during the past two months, and are quite content with even only one or two partners.

The cows seem to haul in compact bodies from the water up to the rear of the rookeries, never scattering about over the ground; and they will not lie quiet in any position outside of the great mass of their kind. This is due to their intensely gregarious nature, and for the sake of protection. They also select land with special reference to the drainage, having a great dislike to water-puddled ground. This is well shown on Saint Paul.

I have found it difficult to ascertain the average number of

cows to one bull on the rookery, but I think it will be nearly correct to assign to each male from twelve to fifteen females, occupying the stations nearest the water, and those back in the rear from five to nine. I have counted forty-five cows all under the charge of one bull, which had them penned up on a flat table-rock, near *Keetavie Point*; the bull was enabled to do this quite easily, as there was but one way to go to or come from this seraglio, and on this path the old Turk took his stand and guarded it well.

At the rear of all these rookeries there is always a large number of able-bodied bulls, who wait patiently, but in vain, for families, most of them having had to fight as desperately for the privilege of being there as any of their more fortunately-located neighbors, who are nearer the water than themselves; but the cows do not like to be in any outside position, where they are not in close company, lying most quiet and content in the largest harems, and these large families pack the surface of the ground so thickly, that there is hardly moving or turning room until the females cease to come up from the sea; but the inaction on the part of the bulls in the rear during the rutting-season only serves to qualify them to move into the places vacated by those males who are obliged to leave from exhaustion, and to take the positions of jealous and fearless protectors for the young pups in the fall.

The courage with which the fur-seal holds his position, as the head and guardian of a family, is of the very highest order, compared with that of other animals. I have repeatedly tried to drive them when they have fairly established themselves, and have almost always failed, using every stone at my command, making all the noise I could, and, finally, to put their courage to the full test, I walked up to within 20 feet of a bull at the rear and extreme end of Tolstoi Rookery, who had four cows in charge, and commenced with my double-barreled breech-loading shot-gun to pepper him all over with mustard-seed or dust shot. His bearing, in spite of the noise, smell of powder, and pain, did not change in the least from the usual attitude of determined defense which nearly all the bulls assume when attacked with showers of stones and noise; he would dart out right and left and catch the cows, which timidly attempted to run after each report, and fling and drag them back to their places; then, stretching up to his full height, look me directly and defiantly in the face, roaring and spitting

most vehemently. The cows, however, soon got away from him; but he still stood his ground, making little charges on me of 10 or 15 feet in a succession of gallops or lunges, spitting furiously, and then retreating to the old position, back of which he would not go, fully resolved to hold his own or die in the attempt.

This courage is all the more noteworthy from the fact that, in regard to man, it is invariably of a defensive character. The seal, if it makes you turn when you attack it, never follows you much farther than the boundary of its station, and no aggravation will compel it to become offensive, as far as I have been able to observe.

The cows, during the whole season, do great credit to their amiable expression by their manner and behavior on the rookery; never fight or quarrel one with another, and never or seldom utter a cry of pain or rage when they are roughly handled by the bulls, who frequently get a cow between them and tear the skin from her back, cutting deep gashes into it, as they snatch her from mouth to mouth. These wounds, however, heal rapidly, and exhibit no traces the next year.

The cows, like the bulls, vary much in weight. Two were taken from the rookery nearest Saint Paul's Village, after they had been delivered of their young, and the respective weights were 56 and 101 pounds, the former being about three or four years old, and the latter over six. They both were fat and in excellent condition.

It is quite out of the question to give a fair idea of the positions in which the seals rest when on land. They may be said to assume every possible attitude which a flexible body can be put into. One favorite position, especially with the cows, is to perch upon a point or top of some rock and throw their heads back upon their shoulders, with the nose held aloft, then, closing their eyes, take short naps without changing, now and then gently fanning with one or the other of the long, slender hind flippers; another, and the most common, is to curl themselves up, just as a dog does on a hearth-rug, bringing the tail and the nose close together. They also stretch out, laying the head straight with the body, and sleep for an hour or two without moving, holding one of the hinder flippers up all the time, now and then gently waving it, the eyes being tightly closed.

The sleep of the fur-seal, from the old bull to the young pup, is always accompanied by a nervous, muscular twitching and

slight shifting of the flippers; quivering and uneasy rolling of the body, accompanied by a quick folding anew of the fore flippers, which are signs, as it were, of their having nightmares, or sporting, perhaps, in a visionary way, far off in some dream-land sea; or disturbed, perhaps more probably, by their intestinal parasites. I have studied hundreds of all classes, stealing softly up so closely that I could lay my hand on them, and have always found the sleep to be of this nervous description. The respiration is short and rapid, but with no breathing (unless your ear is brought very close) or snoring sound; the heaving of the flanks only indicates the action. I have frequently thought that I had succeeded in finding a snoring seal, especially among the pups, but a close examination always gave some abnormal reason for it, generally a slight distemper, by which the nostrils were stopped up to a greater or less degree.

As I have said before, the cows, soon after landing, are delivered of their young.

Immediately after the birth of the pup, (twins are rare, if ever,) it finds its voice, a weak, husky *bla*, and begins to paddle about, with eyes wide open, in a confused sort of way for a few minutes until the mother is ready to give it attention, and, still later, suckle it; and for this purpose she is provided with four small, brown nipples, placed about eight inches apart, lengthwise with the body, on the abdomen, between the fore and hinder flippers, with some four inches of space between them transversely. The nipples are not usually visible; only seen through the hair and fur. The milk is abundant, rich, and creamy. The pups nurse very heartily, gorging themselves.

The pup at birth, and for the next three months, is of a jet-black color, hair, eyes, and flippers, save a tiny white patch just back of each fore foot, and weighs from 3 to 4 pounds, and 12 to 14 inches long; it does not seem to nurse more than once every two or three days, but in this I am most likely mistaken, for they may have received attention from the mother in the night or other times in the day when I was unable to watch them.

The apathy with which the young are treated by the old on the breeding-grounds is somewhat strange. I have never seen a cow caress or fondle her offspring, and should it stray but a short distance from the harem, it can be picked up and killed

before the mother's eyes without causing her to show the slightest concern. The same indifference is exhibited by the bull to all that takes place outside of the boundary of his seraglio. While the pups are, however, within the limits of his harem-ground, he is a jealous and fearless protector; but if the little animals pass beyond this boundary, then they may be carried off without the slightest attention in their behalf from their guardian.

It is surprising to me how few of the pups get crushed to death while the ponderous bulls are floundering over them when engaged in fighting. I have seen two bulls dash at each other with all the energy of furious rage, meeting right in the midst of a small "pod" of forty or fifty pups, trampling over them with their crushing weights, and bowling them out right and left in every direction, without injuring a single one. I do not think more than 1 per cent. of the pups born each season are lost in this manner on the rookeries.

To test the vitality of these little animals, I kept one in the house to ascertain how long it could live without nursing, having taken it immediately after birth and before it could get any taste of its mother's milk; it lived nine days, and in the whole time half of every day was spent in floundering about over the floor, accompanying the movement with a persistent hoarse bleating. This experiment certainly shows wonderful vitality, and is worthy of an animal that can live four months without food or water and preserve enough of its latent strength and vigor at the end of that time to go far off to sea, and return as fat and hearty as ever during the next season.

In the pup, the head is the only disproportionate feature when it is compared with the proportion of the adult form, the neck being also relatively shorter and thicker. I shall have to speak again of it, as it grows and changes, when I finish with the breeding-season now under consideration.

The cows appear to go to and come from the water quite frequently, and usually return to the spot, or its neighborhood, where they leave their pups, crying out for them, and recognizing the individual replies, though ten thousand around, all together, should bleat at once. They quickly single out their own and attend them. It would be a very unfortunate matter if the mothers could not identify their young by sound, since their pups get together like a great swarm of bees, spread out upon the ground in "pods" or groups, while they are young.

and not very large, but by the middle and end of September, until they leave in November, they cluster together, sleeping and frolicking by tens of thousands. A mother comes up from the water, where she has been to wash, and perhaps to feed, for the last day or two, to about where she thinks her pup should be, but misses it, and finds instead a swarm of pups in which it has been incorporated, owing to its great fondness for society. The mother, without at first entering into the crowd of thousands, calls out, just as a sheep does for her lamb, listens, and out of all the din she—if not at first, at the end of a few trials—recognizes the voice of her offspring, and then advances, striking out right and left, and over the crowd, toward the position from which it replies; but if the pup at this time happens to be asleep she hears nothing from it, even though it were close by, and in this case the cow, after calling for a time without being answered, curls herself up and takes a nap, or lazily basks, and is most likely more successful when she calls again.

The pups themselves do not know their mothers, but they are so constituted that they incessantly cry out at short intervals during the whole time they are awake, and in this way a mother can pick, out of the monotonous bleating of thousands of pups, her own, and she will not permit any other to suckle.

Between the end of July and the 5th or 8th of August the rookeries are completely changed in appearance; the systematic and regular disposition of the families, or harems, over the whole extent of ground has disappeared; all order heretofore existing seems to be broken up. The rutting-season over, those bulls which held positions now leave, most of them very thin in flesh and weak, and I think a large proportion of them do not come out again on the land during the season; and such as do come, appear, not fat, but in good flesh, and in a new coat of rich dark and gray-brown hair and fur, with gray and grayish-ocher "wigs" or over-hair on the shoulders, forming a strong contrast to the dull, rusty-brown and umber dress in which they appeared during the summer, and which they had begun to shed about the 15th of August, in common with the cows and bachelor seals. After these bulls leave, at the close of their season's work, those of them that do return to the land do not come back until the end of September, and do not haul up on the rookery-grounds as a rule, preferring to herd together, as do the young males, on the sand-beaches and other rocky



points close to the water. The cows, pups, and those bulls which have been in retirement, now take possession, in a very disorderly manner, of the rookeries; also, come a large number of young, three, four, and five year old males, who have not been permitted to land among the cows, during the rutting-season, by the older, stronger bulls, who have savagely fought them off whenever they made (as they constantly do) an attempt to land.

Three-fourths, at least, of the cows are now off in the water, only coming ashore to nurse and look after their pups a short time. They lie idly out in the rollers, ever and anon turning over and over, scratching their backs and sides with their fore and hind flippers. Nothing is more suggestive of immense comfort and enjoyment than is this action of these animals. They appear to get very lousy on the breeding-ground, and the frequent winds and showers drive and spatter sand into their fur and eyes, making the latter quite sore in many cases. They also pack the soil under foot so hard and solid that it holds water in the surface depressions, just like so many rock basins, on the rookery; out and into these puddles they flounder and patter incessantly, until evaporation slowly abates the nuisance.

The pups sometimes get so thoroughly plastered in these muddy, slimy puddles, that their hair falls off in patches, giving them the appearance of being troubled with scrofula or some other plague, at first sight, but they are not, from my observation, permanently injured.

Early in August (8th) the pups that are nearest the water on the rookeries essay swimming, but make slow and clumsy progress, floundering about, when over head in depth, in the most awkward manner, thrashing the water with their fore flippers, not using the hinder ones. In a few seconds, or a minute at the most, the youngster is so weary that he crawls out upon the rocks or beach, and immediately takes a recuperative nap, repeating the lesson as quick as he awakes and is rested. They soon get familiar with the water, and delight in it, swimming in endless evolutions, twisting, turning, diving, and when exhausted, they draw up on the beach again, shake themselves as young dogs do, either going to sleep on the spot, or having a lazy frolic among themselves.

In this matter of learning to swim, I have not seen any "driving" of the young pups into the water by the old in order

to teach them this process, as has been affirmed by writers on the subject of seal-life.

The pups are constantly shifting, at the close of the rutting-season, back and forth over the rookery in large squads, sometimes numbering thousands. In the course of these changes of position they all come sooner or later in contact with the sea; the pup blunders into the water for the first time in a most awkward manner, and gets out again as quick as it can, but so far from showing any fear or dislike of this, its most natural element, as soon as it rests from its exertion, is immediately ready for a new trial, and keeps at it, if the sea is not too stormy or rough at the time, until it becomes quite familiar with the water, and during all this period of self-tuition it seems to thoroughly enjoy the exercise.

By the 15th of September all the pups have become familiar with the water, have nearly all deserted the background of the rookeries and are down by the water's edge, and skirt the rocks and beaches for long distances on ground previously unoccupied by seals of any class.

They are now about five or six times their original weight, and are beginning to shed their black hair and take on their second coat, which does not vary at this age between the sexes. They do this very slowly, and cannot be called out of molting or shedding until the middle of October, as a rule.

The pup's second coat, or sea-going jacket, is a uniform, dense, light pelage, or under-fur, grayish in some, light-brown in others, the fine, close, soft, and elastic hairs which compose it being about one-half of an inch in length, and over-hair, two-thirds of an inch long, quite coarse, giving the color by which you recognize the condition. This over-hair, on the back, neck, and head, is a dark chinchilla-gray, blending into a white, just tinged with a grayish tone on the abdomen and chest. The upper lip, where the whiskers or mustache takes root, is of a lighter-gray tone than that which surrounds. This mustache consists of fifteen or twenty longer or shorter whitish-gray bristles (one-half to three inches) on each side and back of the nostrils, which are, as I have before said, similar to that of a dog.

The most attractive feature about the fur-seal pup, and upward as it grows, is the eye, which is exceedingly large, dark, and liquid, with which, for beauty and amiability, together with

intelligence of expression, those of no other animal can be compared. The lids are well supplied with eyelashes.

I do not think that their range of vision on land, or out of the water, is very great. I have had them (the adults) catch sight of my person, so as to distinguish it as a foreign character, three and four hundred paces off, with the wind blowing strongly from them toward myself, but generally they will allow you to approach very close indeed, before recognizing your strangeness, and the pups will scarcely notice the form of a human being until it is fairly on them, whereupon they make a lively noise, a medley of coughing, spitting, snorting, blaating, and get away from its immediate vicinity, but instantly resume, however, their previous occupation of either sleeping or playing, as though nothing had happened.

But the power of scent is (together with their hearing, before mentioned) exceedingly keen, for I have found that I would most invariably awake them from soundest sleep if I got to the windward, even when standing a considerable distance off.

To recapitulate and sum up the system of reproduction on the rookeries as the seals seem to have arranged it; I would say, that—

First. The earliest bulls appear to land in a negligent, indolent way, shortly after the rocks at the water's edge are free from ice, frozen snow, &c. This is generally about the 1st to the 5th of May. They land first and last in perfect confidence and without fear, very fat, and of an average weight of five hundred pounds; some staying at the water's edge, some going away back, in fact all over the rookery.

Second. That by the 10th or 12th of June, all the stations on the rookeries have been mapped out, fought for, and held in waiting for the cows by the strongest and most enduring bulls, who are, as a rule, never under six years of age, and sometimes three, and even occasionally four times as old.

Third. That the cows make their first appearance, as a class, by the 12th or 15th of June, in rather small numbers, but by the 23d and 25th of this month they begin to flock up so as to fill the harems very perceptibly, and by the 8th or 10th of July they have most all come, stragglers excepted; average weight eighty pounds.

Fourth. That the rutting season is at its height from the 10th to the 15th of July, and that it subsides entirely at the end of

this month and early in August, and that it is confined entirely to the land.

Fifth. That the cows bear their first young when three years of age.

Sixth. That the cows are limited to a single pup each, as a rule, in bearing, and this is born soon after landing; no exception has thus far been witnessed.

Seventh. That the bulls who have held the harems leave for the water in a straggling manner at the close of the rutting-season, greatly emaciated, not returning, if at all, until six or seven weeks have elapsed, and that the regular systematic distribution of families over the rookeries is at an end for the season, a general medley of young bulls now free to come up from the water, old males who have not been on seraglio duty, cows, and an immense majority of pups, since only about 25 per cent. of their mothers are out of the water at a time.

The rookeries lose their compactness and definite boundaries by the 25th to 28th July, when the pups begin to haul back and to the right and left in small squads at first, but as the season goes on, by the 18th August, they swarm over three and four times the area occupied by them when born on the rookeries. The system of family arrangement and definite compactness of the breeding-classes begins at this date to break up.

Eighth. That by the 8th or 10th of August the pups born nearest the water begin to learn to swim, and by the 15th or 20th of September they are all familiar more or less with it.

Ninth. That by the middle of September the rookeries are entirely broken up, only confused, straggling bands of cows, young bachelors, pups, and small squads of old bulls, crossing and recrossing the ground in an aimless, listless manner; the season is over, but many of these seals do not leave these grounds until driven off by snow and ice, as late as the end of December and 12th of January.

This recapitulation is the sum and substance of my observations on the rookeries, and I will now turn to the consideration of the

#### HAULING-GROUNDS,

upon which the yearlings and almost all the males under six years come out from the sea in squads from a hundred to a thousand, and, later in the season, by hundreds of thousands,

to sleep and frolic, going from a quarter to half a mile back from the sea, as at English Bay.

This class of seals are termed "holluschukie" (or "bachelor seals") by the natives. It is with the seals of this division that these people are most familiar, since they are, together with a few thousand pups and some old bulls, the only ones driven up to the killing-grounds for their skins, for reasons which are excellent, and which shall be given further on.

Since the "holluschukie" are not permitted by their own kind to land on the rookeries and rest there, they have the choice of two methods of landing and locating.

One of these opportunities, and least used, is to pass up from and down to the water, through a rookery on a pathway left by common consent between the harems. On these lines of passage they are unmolested by the old and jealous bulls, who guard the seraglios on either side as they go and come; generally there is a continual file of them on the way, traveling up or down.

As the two and three year old holluschukie come up in small squads with the first bulls in the spring, or a few days later, these common highways between the rear of the rookery-ground and the sea get well defined and traveled over before the arrival of the cows; for just as the bulls crowd up for their stations, so do the bachelors, young and old, increase. These roadways may be termed the lines of least resistance in a big rookery; they are not constant; they are splendidly shown on the large rookeries of Saint Paul's, one of them (Tolstoi) exhibiting this feature finely, for the hauling-ground lies up back of the rookery, on a flat and rolling summit, 100 to 120 feet above the sea-level. The young males and yearlings of both sexes come through the rookery on these narrow pathways, and, before reaching the resting-ground above, are obliged to climb up an almost abrupt bluff, by following and struggling in the little water-runs and washes which are worn in its face. As this is a large hauling-ground, on which fifteen or twenty thousand commonly lie every day during the season, the sight always, at all times, to be seen, in the way of seal climbing and crawling, was exceedingly novel and interesting. They climb over and up to places here where a clumsy man might at first sight say he would be unable to ascend.

The other method by which the "holluschukie" enjoy themselves on land is the one most followed and favored. They, in

this case, repair to the beaches unoccupied between the rookeries, and there extend themselves out all the way back from the water as far, in some cases, as a quarter of a mile, and even farther. I have had under my eye, in one straightforward sweep, from Zapad-nie to Tolstoi, (three miles,) a million and a half of seals, at least, (about the middle of July.) Of these I estimated fully one-half were pups, yearlings, and "holluschukie." The great majority of the two latter classes were hauled out and packed thickly over the two miles of sand-beach and flat which lay between the rookeries; many large herds were back as far from the water as a quarter of a mile.

A small flock of the younger ones, from one to three years old, will frequently stray away back from the hauling-ground lines, out and up onto the fresh moss and grass, and there sport and play, one with another, just as puppy-dogs do; and when weary of this gamboling, a general disposition to sleep is suddenly manifested, and they stretch themselves out and curl up in all the positions and all the postures that their flexible spines and ball-and-socket joints will permit. One will lie upon his back, holding up his hind flippers, lazily waving them in the air, while he scratches or rather rubs his ribs with the fore hands alternately, the eyes being tightly closed; and the breath, indicated by the heaving of his flanks, drawn quickly but regularly, as though in heavy sleep; another will be flat upon his stomach, his hind flippers drawn under and concealed, while he tightly folds his fore feet back against his sides, just as a fish will sometimes hold its pectoral fins; and so on, without end of variety, according to the ground and disposition of the animals.

While the young seals undoubtedly have the power of going without food, they certainly do not sustain any long fasting periods on land, for their coming and going is frequent and irregular; for instance, three or four thick, foggy days will sometimes call them out by hundreds of thousands, a million or two, on the different hauling-grounds, where, in some cases, they lie so closely together that scarcely a foot of ground, over acres in extent, is bare; then a clearer and warmer day will ensue, and the ground, before so thickly packed with animal-life, will be almost deserted, comparatively, to be filled again immediately on the recurrence of favorable weather. They are in just as good condition of flesh at the end of the season as at the first of it.

These bachelor-seals are, I am sure, without exception, the most restless animals in the whole brute creation; they frolic and lope about over the grounds for hours, without a moment's cessation, and their sleep after this is short, and is accompanied with nervous twitchings and uneasy movements; they seem to be fairly brimful and overrunning with warm life. I have never observed anything like ill-humor grow out of their playing together; invariably well pleased one with another in all their frolicsome struggles.

The pups and yearlings have an especial fondness for sporting on the rocks which are just at the water's level, so as to be alternately covered and uncovered by the sea-rollers. On the bare summit of these water-worn spots they struggle and clamber, a dozen or two at a time, occasionally, for a single rock; the strongest or luckiest one pushing the others all off, which, however, simply redouble their efforts and try to dislodge him, who thus has, for a few moments only, the advantage; for with the next roller and the other pressure, he generally is ousted, and the game is repeated. Sometimes, as well as I could see, the same squad of "holluschukie" played around a rock thus situated, off "Nah Speel" rookery, during the whole of one day; but, of course, they cannot be told apart.

The "holluschukie," too, are the champion swimmers; at least they do about all the fancy tumbling and turning that is done by the fur-seals when in the water around the islands. The grave old bulls and their matronly companions seldom indulge in any extravagant display, such as jumping out of the water like so many dolphins, describing, as these youngsters do, beautiful elliptic curves, rising three and even four feet from the sea, with the back slightly arched, the fore flippers folded back against the sides, and the hinder ones extended and pressed together straight out behind, plunging in head first, re-appearing in the same manner after an interval of a few seconds.

All classes will invariably make these dolphin-jumps when they are suddenly surprised or are driven into the water, turning their heads, while sailing in the air, between the "rises" and "plumps," to take a look at the cause of their disturbance. They all swim with great rapidity, and may be fairly said to dart with the velocity of a bird on the wing along under the water; and in all their swimming I have not been able yet to satisfy myself how they use their long, flexible, hind feet, other

than as steering mediums. The propelling motion, if they have any, is so rapid, that my eye is not quick enough to catch it; the fore feet, however, can be very distinctly seen to work, feathering forward and sweeping back flatly, opposed to the water, with great rapidity and energy, and are evidently the sole propulsive power.

All their movements in the water, when in traveling or sport, are quick and joyous, and nothing is more suggestive of intense satisfaction and great comfort than is the spectacle of a few thousand old bulls and cows, off and from a rookery in August, idly rolling over, side by side, rubbing and scratching with the fore and hind flippers, which are here and there stuck up out of the water like lateen-sails, or "cat-o'-nine tails," in either case, as it may be.

When the "holluschukie" are up on land they can be readily separated into two classes by the color of their coats and size, viz, the yearlings, and the two, three, four, and five year old bulls.

The first class is dressed just as they were after they shed their pup-coats and took on the second the previous year, in September and October, and now, as they come out in the spring and summer, the males and females cannot be distinguished apart, either by color or size; both yearling sexes having the same gray backs and white bellies, and are the same in behavior, action, weight, and shape.

About the 15th and 20th of August they begin to grow "stagey," or shed, in common with all the other classes, the pups excepted. The over-hair requires about six weeks from the commencement of the dropping or falling out of the old to its full renewal.

The pelage, or fur, which is concealed externally by the hair, is also shed, and renewed slowly in the same manner; but, being so much finer than the hair, it is not so apparent. It was to me a great surprise to "learn," from a man who has been heading a seal-killing party on these islands during the past three years, and the Government agent in charge of these interests, that the seal never shed its fur; that the over-hair only was cast off and replaced. To prove that it does, however, is a very simple matter, and does not require the aid of a microscope. For example, take up a prime spring or fall skin, after every single over-hair on it has been plucked out, and you will have difficulty, either to so blow upon the thick, fine fur, or



to part it with the fingers, as to show the hide from which it has grown; then take a "stagey" skin, by the end of August and early in September, when *all the over-hair is present, about one-third to one-half grown*, and the first puff you expend upon it easily shows the hide below, sometimes quite a broad welt. This under-fur, or pelage, is so fine and delicate, and so much concealed and shaded by the coarse over-hair, that a careless eye may be pardoned for any such blunder, but only a very casual observer could make it.

The yearling cows retain the colors of the old coat in the new, and from this time on shed, year after year, just so, for the young and the old cows look alike, as far as color goes, when they haul up on the rookeries in the summer.

The yearling males, however, make a radical change, coming out from their "staginess" in a uniform dark-gray and gray-black mixed and lighter, and dark ocher, on the under and upper parts, respectively. This coat, next year, when they come up on the hauling-grounds, is very dark, and is so for the third, fourth, and fifth years, when, after this, they begin to grow more gray and brown, year by year, with rufous-ocher and whitish-gray tipped over-hair on the shoulders. Some of the very old bulls become changed to uniform dull grayish-ocher all over.

The female does not get her full growth and weight until the end of her fourth year, so far as I have observed, but does the most of her growing in the first two.

The male does not get his full growth and weight until the close of his seventh year, but realizes most of it by the end of the fifth, osteologically, and from this it may be, perhaps, truly inferred that the bulls live to an average age of eighteen or twenty years, if undisturbed in a normal condition, and that the cows attain ten or twelve under the same circumstances. Their respective weights, when fully mature and fat in the spring, will, I think, strike an average of four to five hundred pounds for the male and from seventy to eighty for the female.

From the fact that all the young seals do not change much in weight, from the time of their first coming out in the spring till that of their leaving in the fall and early winter, I feel safe in saying, since they, too, are constantly changing from land to water and from water to land, that they feed at irregular but not long intervals during the time they are here under observation. I do not think the young males fast longer than a week or ten days at a time, as a class.

The leave evidences of their being on these great reproductive fields, chiefly on the rookeries, such as hundreds of the dead carcasses of those of them that have been infirm, sick, killed, or which have crawled off to die from death-wounds received in some struggle for a harem; and over these decaying, putrid bodies, the living, old and young, clamber and patter, and by this constant stirring up of putrescent matter give rise to an exceedingly disagreeable and far-reaching "funk," which has been, by all the writers who have spoken on the subject, referred to as the smell which these animals have in rutting. If these creatures have any such odor peculiar to them when in this condition, I will frankly confess that I am unable to distinguish it from the fumes which are constantly being stirred up and rising out from these decaying carcasses of old seals and the many pups which have been killed accidentally by the old bulls while fighting with and charging back and forth against one another.

They, however, have a peculiar smell when they are driven and get heated; their steaming breath-exhalations possess a disagreeable, faint, sickly tone, but it can by no means be confounded with what is universally understood to be the rutting-odor among animals. The finger rubbed on a little fur-seal blubber will smell very much like that which is appreciated in their breath coming from them when driven, only stronger. Both the young and old fur-seals have this same-breath-smell at all seasons.

By the end of October and the 10th of November the great mass of the "holluschukie" have taken their departure; the few that remain from now until as late as the snow and ice will permit them to do, in and after December, are all down by the water's edge, and hauled up almost entirely on the rocky beaches only, deserting the sand. The first snow falling makes them uneasy, as also does rain-fall. I have seen a large hauling-ground entirely deserted after a rainy day and night by its hundreds of thousands of occupants. The falling drops spatter and beat the sand into their eyes, fur, &c., I presume, and in this way make it uncomfortable for them.

The weather in which the fur-seal delights is cool, moist, foggy, and thick enough to keep the sun always obscured so as to cast no shadows. Such weather, continued for a few weeks in June and July, brings them up from the sea by millions; but, as I have before said, a little sunlight and the temperature as high as 50° to 55°, will send them back from the hauling-

grounds almost as quickly as they came. These sunny, warm days are, however, on Saint Paul's Island, very rare indeed, and so the seals can have but little ground of complaint, if we may presume that they have any at all.

I saw but three albino pups among the hundreds of thousands on Saint Paul's and none on Saint George. They did not differ in any respect from the other (normal) pups in size and shape. Their hair, in the first coat, was, all over, a dull ochre; the flippers and muzzle were a flesh-tone, and the iris of the eye sky-blue. The second coat gives them a dirty yellowish-white color, but it makes them exceedingly conspicuous when in among the black pups, gray yearlings, and "holluschukie."

I have also never seen any malformations or "monsters" among the pups and other classes of the fur-seal; nor have the natives recorded anything of the kind, so far as I could ascertain from them.

Another curious fact may be recorded, that, with the exception of those animals which have received wounds in combat, no sick or dying seals are seen upon the islands. Out of the great numbers, thousands upon thousands of seals that must die every year from old age alone, not one have I ever seen here. They evidently give up their lives at sea.

*Table showing the weight, size, and growth of the fur-seal, (Callorhinus ursinus,) from the pup to the adult, male and female.*

[The weights and measurements were taken by Mr. Samuel Falconer and the writer on the killing-grounds at Saint George's Island, in 1873.]

Age.	Length.	Girth.	Gross weight of body.	Weight of skin.	Remarks.
	<i>Inches.</i>	<i>Inches.</i>	<i>Pounds.</i>	<i>Pounds.</i>	
One week.....	12 to 14	10 to 10½	6 to 7½	1½	A male and female, being the only one of this class handled.
Six months .....	24	25	39	3	A mean of ten examples, males and females alike in size.
One year.....	38	25	39	4½	A mean of six examples, males and females alike in size.
Two years.....	45	30	58	5½	A mean of thirty examples, all males, July 24, 1873.
Three years.....	52	36	87	7	A mean of thirty-two examples, all males, July 24, 1873.
Four years.....	58	42	135	12	A mean of ten examples, all males, July 24, 1873.
Five years.....	65	52	200	16	A mean of five examples, all males, July 24, 1873.
Six years .....	72	64	280	25	A mean of three examples, all males, July 24, 1873.
Eight to twenty years.	75 to 80	70 to 75	400 to 500	45 to 50	An estimate only, calculating on their weight when fat, and early in the season.

The females, adults, will correspond with the three-year-old males in the above table, the younger cows weighing frequently only 75 pounds, and many of the older ones going as high as 120, but an average of 80 to 85 pounds is the rule.

The five and six year old males, when they first make their appearance in May and June, are very much heavier than at the time I weighed them in July; they are then, perhaps, when fat and fresh, fully one-third heavier than the exhibit on the table, but the cows and other classes do not sustain protracted fasts, and do not vary much through the season. ..

THE SEA-LION, (*EUMETOPIAS STELLERI*), "SEE-VITCHIE" OF  
THE RUSSIANS.

This animal, although much below the fur-seal with reference to intelligence and physical organization, ranks next in natural order, and can, as well as its more sagacious and valuable relative, be seen to better advantage on these islands than elsewhere, perhaps, in the world.

By looking at the plate, a glance will show at once the marked difference between this animal and the *Callorhinus*. It has a really leonine appearance and bearing, greatly enhanced by the rich, golden-rufous of its coat, ferocity of expression, and bull-dog-like muzzle and cast of eye, not round and full, but showing the white, or sclerotic coat, with a light, bright-brown iris.

Although provided with flippers to all external view as the fur-seal, he cannot, however, make use of them in the same free manner. While the fur-seal can be driven five or six miles in twenty-four hours, the sea-lion can barely go two, the conditions of weather and roadway being the same. The sea-lions balance and swing their long, heavy necks to and fro, with every hitch up behind of their posteriors, which they seldom raise from the ground, drawing them up after the fore feet with a slide over the grass or sand, rocks, &c., as the case may be, and pausing frequently to take a sullen and ferocious survey of the field and the drivers.

The sea-lion bull of Bering Sea, when full-grown and in good condition, will measure off in length 11 to 12.5 feet from nose to tip of tail, (which is seldom over 3 or 4 inches long,) and girth 10. Unfortunately, I was not able to weigh one of these big bulls, and can, therefore, only estimate this weight at a thousand pounds, while, perhaps, some of the largest and finest old fellows will touch twelve to thirteen hundred; but I doubt it.

The sea-lion is polygamous, but does not maintain any such regular system and method in preparing for and attention to its harem like that so finely illustrated on the breeding-grounds of the fur-seal. It is not numerous, comparatively speaking, and does not "haul" more than a few rods back from the sea. It cannot be visited and inspected by man, being so shy and

wary that on the slightest approach a stampede into the water is the certain result. The males come out and locate on the narrow belts of rookery-ground, preferred and selected by them; the cows make their appearance three or four weeks after them, (1st to 6th June,) and are not subjected to that intense jealous supervision so characteristic of the fur-seal harem. The bulls fight savagely among themselves, and turn off from the breeding-ground all the younger and weak males.

The cow sea-lion is not quite half the size of the male, and will measure from 8 to 9 feet in length, with a weight of four and five hundred pounds. She has the same general cast of countenance and build of the bull, but as she does not sustain any fasting period of over a week or ten days, she never comes out so grossly fat as the male or "see-catch."

The sea-lion rookery will be found to consist of about ten to fifteen cows to the bull. The cow seems at all times to have the utmost freedom in moving from place to place, and to start with its young, picked up sometimes by the nape, into the water, and play together for spells in the surf-wash, a movement on the part of the mother never made by the fur-seal, and showing, in this respect, much more attention to its offspring.

They are divided up into classes, which sustain, in a general manner, but very imperfectly, nearly the same relation one to the other as do those of the fur-seal, of which I have already spoken at length and in detail; but they cannot be approached, inspected, and managed like the other, by reason of their wild and timid nature. They visit the islands in numbers comparatively small, (I can only estimate,) not over twenty or twenty-five thousand on Saint Paul's and contiguous islets, and not more than seven or eight thousand at Saint George. On Saint Paul's Island they occupy a small portion of the breeding-ground at Northeast Point, in common with the *Callorhinus*, always close to the water, and taking to it at the slightest disturbance or alarm.

The sea-lion rookery on Saint George's Island is the best place upon the Seal Islands for close observation of these animals, and the following note was made upon the occasion of one of my visits, (June 15, 1873:)

"At the base of cliffs, over 400 feet in height, on the east shore of the island, on a beach 50 or 60 feet in width at low water, and not over 30 or 40 at flood-tide, lies the only sea-lion

rookery on Saint George's Island—some three or four thousand cows and bulls. The entire circuit of this rookery-belt was passed over by us, the big, timorous bulls rushing off into the water as quickly as the cows, all leaving their young. Many of the females, perhaps half of them, had only just given birth to their young. These pups will weigh at least twenty to twenty-five pounds on an average when born, are of a dark, chocolate-brown, with the eye as large as the adult, only being a suffused, watery, gray-blue, where the sclerotic coat is well and sharply defined in its maturity. They are about 2 feet in length, some longer and some smaller. As all the pups seen to-day were very young, some at this instant only born, they were dull and apathetic, not seeming to notice us much. There are, I should say, about one-sixth of the sea-lions in number on this island, when compared with Saint Paul's. As these animals lie here under the cliffs, they cannot be approached and driven; but should they haul a few hundred rods up to the south, then they can be easily captured. They have hauled in this manner always until disturbed in 1868, and will undoubtedly do so again if not molested.

"These sea-lions, when they took to the water, swam out to a distance of fifty yards or so, and huddled all up together in two or three packs or squads of about five hundred each, holding their heads and necks up high out of water, all roaring in concert and incessantly, making such a deafening noise that we could scarcely hear ourselves in conversation at a distance from them of over a hundred yards. This roaring of sea-lions, thus disturbed, can only be compared to the hoarse sound of a tempest as it howls through the rigging of a ship, or the playing of a living gale upon the bare branches, limbs, and trunks of a forest-grove." They commenced to return as soon as we left the ground.

The voice of the sea-lion is a deep, grand roar, and does not have the flexibility of the *Callorhinus*, being confined to a low, muttering growl or this bass roar. The pups are very playful, but are almost always silent. When they do utter sound, it is a sharp, short, querulous growling.

#### THE DRIVE OF THE SEA-LIONS ON SAINT PAUL'S ISLAND.

The natives have a very high appreciation of the sea-lion, or *see-vitchie*, as they call it, and base this regard upon the superior quality of the flesh, fat, and hide, (for making covers for

their skin boats, *bidarkies* and *bidarrahs*,) sinews, intestines &c.

As I have before said, the sea-lion seldom hauls back far from the water, generally very close to the surf-margin, and in this position it becomes quite a difficult task for the natives to approach and get in between it and the sea unobserved, for, unless this silent approach is made, the beast will at once take the alarm and bolt into the water.

By reference to my map of Saint Paul's, a small point, near the head of the northeast neck of the island, will be seen, upon which quite a large number of sea-lions are always to be found, as it is never disturbed except on the occasion of this annual driving. The natives step down on to the beach, in the little bight just above it, and begin to crawl on all fours flat on the sand down to the end of the neck and in between the dozing sea-lion herd and the water, always selecting a semi-bright moonlight night. If the wind is favorable, and none of the men meet with an accident, the natives will almost always succeed in reaching the point unobserved, when, at a given signal, they all jump up on their feet at once, yell, brandish their arms, and give a sudden start, or alarm, to the herd above them, for, just as the sea-lions move, upon the first impulse of surprise, so they keep on. For instance, if the animals on starting up are sleeping with their heads pointed in the direction of the water, they keep straight on toward it; but if they jump up looking over the land, they follow that course just as desperately, and nothing turns them, *at first*, either one way or the other. Those that go for the water are, of course, lost, but the natives follow the land-leaders and keep urging them on, and soon have them in their control, driving them back into a small pen, which they extemporize by means of little stakes, with flags, set around a circuit of a few hundred square feet, and where they keep them until three or four hundred, at least, are captured, before they commence their drive of ten miles overland down south to the village.

The natives, latterly, in getting this annual herd of sea-lions, have postponed it until late in the fall, and when the animals are scant in number and the old bulls poor. This they were obliged to do, on account of the pressure of their sealing-business in the spring, and the warmth of the season in August and September, which makes the driving very tedious. In this way I have not been permitted to behold the best-conditioned drives, *i. e.*, those in which a majority of the herd is made up



of fine, enormously fat, and heavy bulls, some four or five hundred in number.

The natives are compelled to go to the northeast point of the island for these animals, inasmuch as it is the only place with natural advantages where they can be approached for the purpose of capturing alive. Here they congregate in greatest number, although they can be found, two or three thousand of them, on the southwest point, and as many more on "Seevitchie Cammin" and Otter Island.

Capturing the sea-lion drive is really the only serious business these people on the islands have, and when they set out for the task the picked men only leave the village. At Northeast Point they have a barrabkie, in which they sleep and eat while gathering the drove, the time of getting which depends upon the weather, wind, &c. As the squads are captured, night after night, they are driven up close by the barrabkie, where the natives mount constant guard over them, until several hundred animals shall have been secured, and all is ready for the drive down overland to the village.

The drove is started and conducted in the same general manner as that which I have detailed in speaking of the fur-seal, only the sea-lion soon becomes very sullen and unwilling to move, requiring spells of frequent rest. It cannot pick itself up from the ground and shamle off on a loping gallop for a few hundred yards, like the *Callorhinus*, and is not near so free and agile in its movements on land, or in the water for that matter, for I have never seen the *Eumetopias* leap from the water like a dolphin, or indulge in the thousand and one submarine acrobatic displays made constantly by the fur-seal.

This ground, over which the sea-lions are driven, is mostly a rolling level, thickly grassed and mossed over, with here and there a fresh-water pond into which the animals plunge with great apparent satisfaction, seeming to cool themselves, and out of which the natives have no trouble in driving them. The distance between the sea-lion pen at Northeast Point and the village is about ten miles, as the sea-lions are driven, and occupies over five or six days under the most favorable circumstances, such as wet, cold weather; and when a little warmer, or as in July or August, a few seasons ago, they were some three weeks coming down with a drove, and even then left a hundred or so along on the road.

After the drove has been brought into the village on the kill-

ing-grounds, the natives shoot down the bulls and then surround and huddle up the cows, spearing them just behind the fore-flippers. The killing of the sea-lions is quite an exciting spectacle, a strange and unparalleled exhibition of its kind; and I cannot do better than to refer directly and silently to my illustrations of it. The bodies are at once stripped of their hides and much of the flesh, sinews, intestines, (with which the native water-proof coats, &c., are made,) in conjunction with the throat-linings, (*oesophagus*,) and the skin of the flippers, which is exceedingly tough and elastic, and used for soles to their boots or "*tarbosars*."

As the sea-lion is without fur, the skin has little or no commercial value; the hair is short, and longest over the nape of the neck, straight, and somewhat coarse, varying in color greatly as the seasons come and go. For instance, when the *Eumetopias* makes his first appearance in the spring, and dries out upon the land, he has a light-brownish, rufous tint, darker shades back and under the fore flippers and on the abdomen; by the expiration of a month or six week, 15th June, he will be a bright golden-rufous or ocher, and this is just before shedding, which sets in by the middle of August, or a little earlier. After the new coat has fairly grown, and just before he leaves the island for the season, in November, it will be a light sepia, or vandyke-brown, with deeper shades, almost dark upon the belly; the cows, after shedding, do not color up so dark as the bulls, but when they come back to the land next year they are identically the same in color, so that the eye in glancing over a sea-lion rookery in June and July cannot discern any noted dissimilarity of coloring between the bulls and the cows; and also the young males and yearlings appear in the same golden-brown and ocher, with here and there an animal spotted somewhat like a leopard, the yellow, rufous ground predominating, with patches of dark-brown irregularly interspersed. I have never seen any of the old bulls or cows thus mottled, and think very likely it is due to some irregularity in the younger animals during the season of shedding, for I have not noticed it early in the season, and failed to observe it at the close. Many of the old bulls have a grizzled or slightly brindled look during the shedding-period, or, that is, from the 10th August up to the 10th or 20th of November; the pups, when born, are of a rich, dark chestnut-brown; this coat they shed in October, and take one much lighter, but still darker than their parents', but not a great deal.

Although, as I have already indicated, the sea-lion, in its habit and disposition, approximates the fur-seal, yet in no respect does it maintain and enforce the system and regularity found on the breeding-grounds of the *Collorhinus*. The time of arrival at, stay on, and departure from the island is about the same; but if the winter is an open, mild one, the sea-lion will be seen frequently all through it, and the natives occasionally shoot them around the island long after the fur-seals have entirely disappeared for the year. It also does not confine its landing to these Prybilov Islands alone, as the fur-seal unquestionably does, with reference to our continent; for it has been and is often shot upon the Aleutian Islands and many rocky islets of the northwest coast.

The sea-lion in no respect whatever manifests the intelligence and sagacity exhibited by the fur-seal, and must be rated far below, although next, in natural order. I have no hesitation in putting this *Eumetopias* of the Prybilov Islands, apart from the sea-lion common at San Francisco and Santa Barbara, as a distinct animal; and I call attention to the excellent description of the California sea-lion, made public in the April number for 1872 of the *Overland Monthly*, by Capt. C. M. Scammon, in which the distinguishing characters, externally, of this animal are well defined, and by which the difference between the *Eumetopias* of Bering Sea and that of the coast of California can at once be seen; and also I notice one more point in which the dissimilarity is marked—the northern sea-lion never barks or howls like the animal at the Farralones or Santa Barbara. Young and old, both sexes, from one year and upward, have *only* a deep *bass growl*, and *prolonged, steady roar*; while at San Francisco sea-lions break out incessantly with a “houking” bark or howl, and *never roar*.

I am not to be understood as saying that *all* the sea-lions met with on the Californian coast are different from *E. stelleri* of Bering Sea. I am well satisfied that stragglers from the north are down on the Farralones, but they are not migrating back and forth every season; and I am furthermore certain that not a single animal of the species most common at San Francisco was present among those breeding on the Prybilov Islands in 1872-'73.

According to the natives of Saint George, some fifty or sixty years ago the *Eumetopias* held almost exclusive possession of the island, being there in great numbers, some two or three

hundred thousand ; and that, as the fur-seals were barely permitted to land by these animals, and in no great number, the Russians directed them (the natives) to hunt and worry the sea-lions off from the island, and the result was that as the sea-lions left, the fur-seals came, so that to-day they occupy nearly the same ground covered by the *Eumetopias alone* sixty years ago. This statement is, or seems to be, corroborated by Choris, in his description of the Iles S.-George's et S.-Paul's, visited by him fifty years ago ;\* but the account given by Bishop Veniaminov,† and placed in the Appendix, differs entirely from the above, for by it almost as many fur-seals were taken on Saint George, during the first years of occupation, as on Saint Paul, and never have been less than one-sixth of the number on the larger island. For this the natives claim to have, on the one hand, proof as to the truth of their statement, and Father Veniaminov, on the other, publishes upon the credit of reliable lists and manuscripts in his possession at the time of writing. I am strongly inclined to believe that the island of Saint George never was resorted to in any great numbers by the fur-seal, and that the sea-lion was the dominant animal there until disturbed and driven from its breeding-grounds by the people, who sought to encourage the coming of its more valuable relative by so doing, and making room in this way for it.

The sea-lion has but little value save to the natives, and is more prized on account of its flesh and skin by the people living upon the islands and similar positions, than it would be elsewhere. The matter of its preservation and perpetuation should be left entirely to them, and it will be well looked after. It is singular that the fat of the sea-lion should be so different in characters of taste and smell from that of the fur-seal, being free from any taint of disagreeable flavor or odor, while the blubber of the latter, although so closely related, is most repugnant. The flesh of the sea-lion cub is tender, juicy, light-colored, and slightly like veal ; in my opinion, quite good. As the animal grows older, the meat is dry, tough, and without flavor.

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\* Voyage Pittoresque autour du Monde.

† Zapeeskie ob Ostrovah Oonablashkenskaho Otdayla, St. Petersburg, 1840.

## THE WALRUS OF BERING SEA, (ROSMARUS ARCTICUS.)

I write "the walrus of *Bering Sea*," because this animal is quite distinct from the walrus of the North Atlantic and Greenland, differing from it specifically in a very striking manner, by its greater size and semi-hairless skin.

These clumsy beasts are, at the present time, only to be seen on Walrus Island, being so shy and timid that they have deserted the other islands as they were populated by man. In early days, or when the Russians first took possession, a great many walruses were found at Northeast Point and along the south shore of Saint Paul's Island, but with the landing of the traders and sea-hunters the walrus abruptly took its departure, and Walrus Island alone is now frequented by it, being isolated and seldom visited during the year by the natives.

It is of small commercial importance; the ivory is of poor quality, mostly porous, pithy, and yellow, while the oil is of a low grade, and the hide is quite valueless. But it is the main support of the Esquimaux far to the north, where it breeds upon the ice, the females never coming down to the Prybilov Group;—only males are to be seen on Walrus Island.

On this little island I have enjoyed a fine opportunity of studying and painting these uncouth animals from life, being able to easily approach to within a slight distance from the flanks of a herd of over five hundred walrus-bulls, which lay closely packed upon a low series of basaltic tables, elevated but little from the surf-wash. I sat upon a small rocky ledge only a few feet above and from four or five heavy bulls, being, however, on the leeward side.

I was surprised to observe the raw, naked appearance of the hide, a skin covered with a multitude of pustular-looking warts and pimples, without hair or fur, deeply wrinkled with dark red venous lines, showing out in bold contrast through the thick, yellowish-brown cuticle, which seemed to be scaling off in places, as if with leprosy. They struck my eye at first in a most unpleasant manner, for they looked like bloated, mortifying, shapeless masses of flesh; the clusters of swollen, warty pimples, of a yellow parboiled flesh-color, over the shoulders and around the neck suggested unwholesomeness forcibly.

This walrus is sluggish and clumsy in the water, and is almost

helpless on the rocks out of it, and can no more move on land, like even the lowest of the seals, *Phoca*, than can the hippopotamus run with the antelope; the immense bulk and weight compared with the size and strength of its limbs renders it quite impotent for terrestrial movement. Like the seal, it swims entirely under water when traveling, not rising, however, quite so frequently to breathe; then it "blows" not unlike a whale. On a cool, quiet morning in May, I watched a herd off the east coast of the island, tracing its progress by the tiny jets of vapor thrown off as the animals rose to respire.

The adult male is about 12 feet in length from nostrils to tip of tail and has 10 or 12 feet of girth, and one bull, shot by the natives on Walrus Island, July 5, 1872, was nearly 13 feet long, with the enormous girth of 14 feet. The immense mass of blubber on the shoulders and around the neck makes the head and posteriors look small in proportion and attenuated.

The strange flattened appearance of the head will be better understood by reference to the plate, where the nostrils, eyes, and ear-spots seem to be nearly placed on top of the head, the nasal apertures especially so, opening directly over the muzzle, oval, and about an inch in their greatest diameter.

The tusks, or canines, are set firmly under the nostril-apertures, in a deep, massive, bony pocket, giving a broad, square-cut front to the muzzle. They grow down, varying in size and weight from 8 or 10 inches in length to over 2 feet, and from five pounds to fifteen, usually bowed out somewhat in the middle, the ends approaching quite closely. The larger tushes have a diameter at the heel of a little more than  $2\frac{1}{2}$  inches, tapering down to less than half an inch at the tip.

The upper lips are thick and gristly, full of short, stubbed, gray-white bristles, from one-half to three inches long. There are a few bristles set, also, on the chin of the lower jaw.

The eyes are small, but prominent, placed nearly on top of the head, protruding from their sockets like those of the lobster. They are rolled about in every direction when the animal is startled. The iris and pupil is less than one-fourth of the exposed surface; the sclerotic coat bulges out from the lids, and is of a dirty, mottled coffee-yellow and brown, with an occasional admixture of white; the iris, light-brown, with dark-brown rays and spots. The animal has the power to roll the eyes when aroused, seldom moving the head more than to elevate it; but the range of sight out of water is not well

developed, at least, for, after throwing small chips of rock down upon the walrus-bulls near me, causing only a stupid stare and low grunts of astonishment, I rose gently and silently to my feet, and stood boldly up before them, not more than ten feet away, but I was not noticed; had I, however, given them a little noise, or had I been standing hundreds of yards away from them, to the windward, they would have taken the alarm instantly, and tumbled off into the sea like so many hustled wool-sacks, for their sense of smell is keen.

The ears of the walrus are on the same line at the top of the head with the nostrils and eyes, the latter being midway between. The *pavilion* is a slight fleshy wrinkle, or fold, not at all raised or developed, and from what I could see of the *meatus externus*, it was very narrow and small, but they are quick and sensitive in hearing.

The head of the walrus male, full grown, is, on an average, 18 inches long between the nostrils and the post-occipital region, and weighs from sixty to eighty pounds. I can only estimate the gross-weight of a mature, well-conditioned bull at two thousand pounds. The skin alone weighs from two hundred and fifty to four hundred pounds. It is two and three inches thick on the shoulders and around the neck, and nowhere less than half an inch deep.

It feeds exclusively upon shell-fish (*Lamellibranchiata*, or clams, principally) and the bulbous roots of certain marine grasses and plants, which grow in great abundance in the many broad, shallow lagoons and bays of the mainland coast. I have taken from the paunch of a walrus over a bushel of crushed clams, shells and all, which the animal had but recently swallowed, since digestion had scarcely commenced. Many of the clams in the stomach were not even broken; and it is in digging these shell-fish that the service rendered by the enormous tusks becomes evident.

In landing and climbing over the low, rocky shelves at "Morserovia," this animal is almost as clumsy and indolent as the sloth; they crowd up from the water, one after the other, in the most ungainly manner, accompanying their movements with low grunts and bellowings; the first one up from the sea no sooner gets composed upon the rocks for sleep than the second one comes prodding and poking with its blunted tusks, demanding room also, and causing the first to change its position to another still farther off from the water; and the second is in

turn treated in the same way by the third, and so on, until hundreds will be packed together on the shore as thickly as they can lie, frequently pillowing their heads or posteriors upon the bodies of one another, and not at all quarrelsome; as they pass all the time when on land in sluggish basking or deep sleep, they seem to resort to a very singular method of keeping guard, if I may so term it, for in this herd of three or four hundred bulls under my eye, though all were sleeping, yet the movement of one would disturb the other, which would raise its head in a stupid manner, grunt once or twice, and before lying down to sleep again, in a few moments, it would strike the slumbering form of its nearest companion with its tusks, causing that animal to rouse up for a few minutes also, grunt and pass the blow on to the next in the same manner, and so on, through the whole herd; this disturbance among themselves always kept some one or two aroused, and consequently more alert than the rest.

In moving on land they have no power in the hind limbs, which are dragged and twitched up behind; progression is slowly and tediously made by a succession of short steps forward on the fore feet. How long they remain out from the water at anyone time I am unable to say. Unlike the seals, they breathe heavily and snore.

The natives told me that the walrus of Bering Sea is monogamous, and that the difference between the sexes in size, color, and shape is inconsiderable; that the female brings forth her young, a single calf, in June, usually on the ice-floes in the Arctic Ocean, above Bering Straits; that the calf closely resembles the parent in general proportions and color, but that the tusks which give it its most distinguishing expression are not visible until the end of the second year of its life; that the walrus mother is strongly attached to her offspring, and nurses it later in the season in the sea; that the walrus sleeps profoundly in the water, floating almost vertically, with barely more than the nostrils above water, and can be easily approached, if care is taken, to within easy spearing-distance; that the bulls do not fight as savagely as the fur-seal or sea-lion, the blunted tusks of the combatants seldom penetrate the thick hide; that they can remain under water nearly an hour, or about twice as long as the seals, and that they sink like so many stones immediately after being shot.

These animals are seldom molested on Walrus Island, the



natives not making any use of their flesh, fat, or hides ; and when they are shot, it is usually but a wanton undertaking by the people while visiting the island in June and July. For the purpose of getting eggs, the natives come from the village on Saint Paul's twice or thrice every year, and only at this season.

As the females never come down to the Prybilov Islands, I have not had an opportunity of observing them, and have in this way not been able to see this animal as well as I could wish. The reason why this band of males, many of them old ones, should be here by themselves all through the year is not plain to me ; the natives assure me that the females, or their young, never have been seen around the shores of these islands. Over in Bristol Bay great numbers of walrus congregate on the sandy bars and flats, where they are hunted to a considerable extent for their ivory.\*

From descriptions of undoubted authority, the walrus of the North Atlantic is a much smaller animal than his relative in the Pacific, and not nearly so timid. It is also covered with a coat of short brownish-gray and black hair, while the male adult of Bering Sea is almost entirely naked. The skins and skeletons of the two animals are now in the Smithsonian collection.

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\* No walrus are now found south of the Aleutian Islands, but not more than thirty or thirty-five years ago small numbers of these animals were killed now and then on islands between Kodiak and Oonemak Pass. The greatest number of them south of the arctic circle will now be found in Bristol Bay and on the north shore of the peninsula.

The finest baidars that I have seen in this country were the skin-boats of the Saint Lawrence natives, which were made out of dressed walrus-hides sewed with sinews. The flesh is exceedingly rank in taste and smell when fresh, and, in fact, quite as offensive to the civilized palate then as when putrid. The natives clean the small intestine and dry it, which gives them a piece of light, transparent gut-parchment, over a hundred feet in length and five to six inches broad, that serves admirably as material for water-proof coats and trousers ; the flipper-skin makes the toughest soles for their hair-seal boots, while the hide itself answers for all styles of cordage.

## CHAPTER VIII.

### FISH AND FISHERIES.

#### THE FISHERIES OF ALASKA.

• The value of the interests in the Territory classed under this head has been greatly overrated by writers, who have created an impression that there are extensive banks upon which cod may be taken, of the same quality and with the same success that attends the labors of fishermen on the Newfoundland Banks. This is untrue; but salmon, herring, and halibut are abundant, the salmon being the most valuable fishing interest, and only one of real commercial importance on the whole northwest coast.

There are not on this coast the variety and excellence of fish that is common to the Atlantic seaboard, and the shad and scup runs of the East are without a parallel in these waters. There are but few species here that have an economic value in regard to the subsistence of the natives, from Bering Straits to Dixon's Sound, viz: the salmon, cod-fish, sculpins or rock-cod, (*Sebastes*), and halibut. Of the first, there is, both in quality and quantity, enough to warrant commercial activity and importance; of the second, the quantity and quality are insufficient, in a business point of view, provided even the demand was always equal to the supply. Halibut might be cured in a small way; but the rock-cod and sculpins are worthless, except to the Indians, when unable to procure either salmon or cod; the famous "oolichan" is confined to the Nasse River.

These fish are distributed throughout the Territory as follows; and first in the order of importance is—

1. *Salmon*.—Almost every stream, big or little, that empties into the sea or its bays, throughout the whole Territory, islands, and mainland, is visited at regular periods by one or more species of this genus, in greater or less numbers, with the widest range of variation in quality; the runs of this fish in May and June up the large rivers in this Territory being enormous.

During the last ten or twelve years steps have been taken by competent men on the Frazer River and the Columbia to utilize and turn to profit these great runs of the finest fish; but the industry of salting them for exportation failed, and a new

business—that of *canning* the fish—is being engaged in extensively on the Columbia River; and, it would seem, with a fair profit, capital might be advantageously employed in the prosecution of salmon-canning at the mouths of all the principal streams in this country, as there is enough of the raw material to employ a large number of men several months in the year in its preservation and profitable disposition; and I see no reason why this industry should not become one of great importance in the Territory.

The demand for canned salmon will grow in proportion as it becomes known, for it is a superior article of food, either plain as it comes in the can, or pickled quickly after opening.

2. *Cod*.—This fish is the most widely distributed of any belonging to the waters of Alaska or the North Pacific and Bering Sea. It will be found on soundings, wherever a hook may be dropped in Bering Sea, south of the latitude of Saint Lawrence Island, all around the Aleutian Islands, the Alaskan Peninsular, Kodiak, and becomes scarce and fails to the eastward as far as Kenai and Copper River, and then from Sitka and Prince of Wales Island to Fort Simpson, where it is only caught for a few weeks in the year, when running in schools, passing usually up toward the north.

The immense area frequented by this fish will be at once appreciated by glancing at the map and noting the soundings, which show that nearly the whole of Bering Sea bounded or staked out by our islands is a single great bank, and that large areas south of the Aleutian Islands, the Peninsular, and Kodiak, are shoaled off in a similar manner. Nevertheless, the catch and quality of Alaskan cod is much inferior to our eastern fisheries.

There is cod enough, however, of fair quality, to supply the immediate home-consumption of a large population, should there ever be such in the history of the Territory, but the fishing-grounds are not valuable enough to induce capitalists to engage in taking and curing fish for exportation. This matter has been honestly tested by experienced fishermen, who have been trained on the eastern banks, and is therefore beyond doubt. At present, however, in securing the small supply required by local demand, the characteristic impatience of the people of this coast is strikingly shown; for, even could they sell their fish caught in the north at as good a rate as that of the imported stock, they, as a class, would be dissatisfied with the small profits.

The coast-cod average in this Territory, "from the knife," about three to five pounds, and the deep or outer water cod, of the same species, average about eight or ten, but they are not as plentiful as the smaller. The best banks in the Territory are those south of Unga Island, about the Shumagins and south of Kodiak. The catch is best off Unga.

3. *Halibut*.—Found throughout the Territory on soundings south of the sixtieth parallel of north latitude. Halibut are quite abundant and of excellent quality, but the climate is such that the fishermen cannot properly dry or cure them for exportation, even in small cargoes. They are, however, not abundant enough for exportation, and must therefore be regarded as only of local importance.

The other fish—*rock-cod*, *sculpin*, *white-fish*—peculiar to the rivers, &c., which are found along the coast and in the bays and estuaries, possess no special merit, and have no commercial importance, but they are valuable factors to the natives' existence.

It will be observed that the waters of the Territory of Alaska are well stocked with fish for home use; in the salmon interests, the natural wealth is great, and will doubtless be utilized sooner or later by *canning*, but that the experiment of salting cod and salting salmon has not been profitable for sale in the Australian, South American, and even in our own market. There are twelve to thirteen small cod-fishing vessels that supply the San Francisco trade, but it is a significant fact that out of this number nine or ten deserted the Alaskan banks last season, and went on nearly two thousand miles farther into the Ochotsk for their catch, where the fish are superior in quality and more plentiful.

It will not be untrue to assert, from what is now known in regard to the fishing-interests of Alaska, that there is nothing there that can be considered parallel or at all equal to the runs of cod, scup, shad, and mackerel of the New England coast, save the periodic visit of salmon, which come in truly magnificent number and condition.

In the small harbor of Woods's Hole, Mass., Professor Baird caught in his nets, during one summer, *over seventy species of food-fishes*. That cannot be done in the North Pacific, no matter when or where the naturalist or fisherman may choose to try. The variety and number of piscatorial life in this region is poor indeed when compared with that of the North Atlantic.

## CHAPTER IX.

### ORNITHOLOGY OF THE PRYBILOV ISLANDS.

BY DR. ELLIOTT COUES, U. S. A.

(Based on Mr. H. W. Elliott's manuscripts and collections.\*)

Mr. Elliott's manuscripts and specimens having been submitted to me for elaboration in the present connection, an account of the birds of the islands is herewith rendered. His collections furnish the data for most of the technical portions of the memoir, while the biographical notices are, in substance, his own; these are placed between quotation-marks. The nomenclature and sequence of the species are adapted to the present paper from the latest systematic work upon American ornithology, the author's "Key to North American Birds," in which may be found a diagnosis of each species and variety not herewith described. The numeral prefix of each species is that which it bears in the author's "Check-List of North American Birds."

With the scientific names are given the English, and, in general, the Russian equivalents—the latter between quotation-marks. In most cases the synonyms and references of special pertinence are added.

#### GENERAL REMARKS ON THE BIRDS OF THE ISLANDS.

"While a few species of water-fowl come to these islands in innumerable numbers for the purpose of breeding, yet the list of birds to be met with here is a small one. It is, however, of exceeding interest to the naturalist, comprising many *desiderata* scarcely obtainable elsewhere.

"Over fifteen miles of the bold, high, basaltic, bluff shoreline of Saint George's Island is fairly covered with hundreds of thousands of nesting gulls (*Rissa*) and arries, (*Uria*), while

\*The scientific readers of this report will, I am sure, approve of the reference of my MSS. to Dr. Coues for elaboration, as the revision of synonymy has become a serious matter in regard to the nomenclature of natural science, and, already, too many writers have added to existing confusion in this respect by attempting to do that which others than themselves are much better qualified for.—H. W. E.

down in the countless chinks and holes over the entire surface of the north side of this island millions of 'chooch-kies' (*Simorhynchus microceros*) breed, filling the air and darkening the light of day with their cries and fluttering forms. On Walrus Island the nests of the great white gull of the north (*Larus glaucus*) can be visited and inspected, as well also as those of the sea-parrot or puffin, (*Fratercula*), shags or cormorants, (*Graculus*), and the red-legged kittiwake, (*Larus brevirostris*.) These are all accessible on every side, affording the observer an unequalled opportunity of noticing these birds through the breeding-season, from its beginning in May until the end in September.

"Not one of the water-birds found on and around the islands is exempted from a place in the native's larder; even the delectable shags, 'oreelie,' are unhesitatingly eaten by the people, and indeed furnish, during the winter-season especially, an almost certain source of supply for fresh meat. The large, gaily-colored eggs of the 'arrie' (*Lomvia arra*) are gathered in June and July, without stint, for use, and might be packed away in lime-water by the barrel, so as to keep through the year, if any provident or thoughtful action was taken in the matter. Walrus Island would alone supply the whole demand from year to year. On the occasion of my visit there, July 5, 1872, six men loaded a bidarra, capable of carrying four tons, exclusive of crew, down to the water's edge with eggs, in less than three working-hours.

"During the winter-months the birds are almost wholly absent. They begin to make their first appearance, in any number, for the season, early in May, and by the middle or end of September the great body of the millions that have bred during this time go to sea, and are not again noted, save a few stragglers now and then, until they re-assemble next May, for the repetition of their reproductive processes. The stress of severe weather in the winter-months, driving snow-storms, and floating ice-floes brought down from the north, which shut the islands in, still, cold, and quiet, are cause enough for the disappearance of the water-fowl.

"The position of the islands is such as to lie somewhat outside of the migratory path pursued by the birds on the mainland, and, owing to this reason, they are only visited by a few stragglers from that quarter, and also from the Asiatic side. One

species, (*Streptilas interpres*,) however, comes here every summer, for three or four weeks' stay, in great number, and gets so fat in feeding upon the larvæ found on the killing-grounds that it often bursts open when it falls, after being shot on the wing. Our robin (*T. migratorius*) was seen by myself, near Saint Paul's Village, one cool morning in October, (the 15th,) and the natives told me that it had been noticed before in this way, never staying more than a few days or a week, and being brought there, undoubtedly, by some storm or gale of wind taking it up and off from its path over the mainland. In the same manner hawks, owls, and numerous strange water-fowl visit the islands, but never remain there long.

"The Russians tried the experiment of bringing up from Sitka and Ounalashka a number of ravens, with the view of stimulating them to live and breed upon these islands, where they would be almost invaluable as scavengers; but the birds invariably, sooner or later, and within a short time, took flight for the mainland or the Aleutian Islands. At the time of present writing the Alaska Commercial Company have sent up to the village of Saint Paul's a number of domestic pigeons, and the experiment will be tried with them.

"The natives have always, and still do, keep a small number of chickens; and, where poultry is taken into the winter living-rooms of these people, they get return in eggs. But the maintenance of a hennery, owing to the long season of cold, stormy weather, compelling the chickens to hunt shelter for weeks at a time, is impracticable, regarded with a view of profitable recompense for time and care.

"Walrus Island is the most favorable spot, in this whole Alaskan country, to observe the nesting and breeding birds of Bering Sea. It is a low, lava rock, seven miles to the eastward of Northeast Point, with an area of less than five acres, rugged and bare of all vegetation, save a species of close-growing curly grass. Here the *Lomvia arra* and many gulls, cormorants, sea-parrots, and auks come to lay their eggs in countless numbers. The face and brow of the low, cliff-like sea-front are occupied almost exclusively by the 'arries,' (*Lomvia arra*,) which lay a single egg each, on the surface of the bare rock, and stand straddling over it while hatching, only leaving at irregular and short intervals to feed. Hundreds of thousands of these birds alone are thus engaged about the 20th of June

on this little island, standing stacked up together like so many bottles, as thickly as they can be stowed, making all the time a deep, low, hoarse, grunting noise. They quarrel among themselves incessantly, and in this way roll thousands of eggs off into the sea, or into crevices and fissures, where they are lost and broken.

"The 'arrie' lays but one egg. If this is removed or broken, she will soon lay another; but, if undisturbed after depositing the first, she undertakes the hatching at once. The size, shape, and coloration of this egg are exceedingly variable. A large proportion of the eggs become so dirty, by rolling here and there in the excrement while the birds tread and quarrel over them, as to be almost unrecognizable. The shell is very tough, and the natives, when gathering them, fill tubs, baskets, &c., on the cliffs, carry them down to the general heap collected near the boats' landing, and pour them out upon the rocks with a single flip of the hand, just as a basket of apples would be emptied; and, after this, they are again quite as carelessly handled when loaded into the 'bidarraah,' sustaining through it all very little injury.

"The small grassy interior of the island, which is sharply margined by the surrounding breeding-belt of 'arries' on the shore-line, is the only place, I believe, in this sea where the great white gull (*Larus glaucus*) breeds. Among the little grassy tussocks here, it builds a nest of dry grass, sea-ferns, &c., very nicely laid up and rounded, and in which it lays usually *three* eggs, sometimes only a couple; in exceptional instances I have seen four. These big gulls could not breed on either of the other islands in this manner, for the foxes there would have the upper hand instantly; and the bird is too large to settle on the narrow shelf-ledges of the cliffs, like the smaller gulls and other water-fowls.

"The red-legged kittiwake, (*Larus brevirostris*), and its cousin, *Larus tridactylus*, build in the most amicable manner together on the faces of the cliffs, associated with cormorants, sea-parrots, and auks, all together, and, with the exception of the latter, the nests are easy of access.

"As we land, the 'arries' fly from their eggs off and around for a short distance, and then settle down into the sea in platoons or files, swaying hither and thither with the movement of swell and tide, trailed out over the water like great whip-lashes.



Watch a boat as it approaches one of these swimming phalanxes and alarms it; out the birds sprawl, half swimming and half flying, making a noise like a shower of hail-stones falling upon a roof, as the scare spreads from bird to bird, until the whole vast flock is beating the water with a hundred thousand wings in almost vain endeavor to rise from the calm surface, for these birds in still weather have great difficulty in taking flight. They, however, succeed well and quickly when heavy swells or little wavelets lift them. A gull, on the contrary, rises gracefully and easily from the water, and, indeed, is the most attractive bird on the wing of all water-fowl."

"I have time after time been struck by the wonderful temerity of the foxes, (on Saint George's Island especially,) while secretly watching them as they were climbing up and down the faces of almost inaccessible cliffs, seeking eggs. They go on a full run or a stealthy tread over the brows of cliffs that fairly overhang the sea six and nine hundred feet below. They always bring the eggs up in their mouths, and carry them back from the brink of the precipice, where they leisurely suck them, usually biting the shell out at the large end. The 'arrie' suffers the most from these enemies, which are the only natural foes that the bird-kind has to contend with on these solitary islands."

1. ***Turdus migratorius*, LINN.—Robin.** "Rap-o-loof."

Casual, and rarely seen; never resident. (Spec., October, 1872.)

"I was most agreeably surprised, one cool morning early in October, while walking up on the Village Hill, Saint Paul's Island, to see a robin, a red-breasted robin, silent and gloomy, hopping and fluttering before me. It had evidently been brought to the island by the gale which blew two days previously, and was even now casting about for a good chance to leave. In order that I might observe the length of time this old friend of mine would stay with us, I did not shoot him, but strolled out to the locality every morning and evening until the end of the third day, when I missed him. The natives recognized it as a chance visitor, though seen almost every year in this manner. Two weeks later I observed a small flock of *Aegialitis*, (red polls,) which were passing over the island, alighting here and there to feed. They are regularly seen migrating to the southward every fall."

- 50a. **Anorthura troglodytes** var. **alascensis**, (BD.) COUES.—  
*Alaskan Winter Wren*. "Limmer-shin."  
*Troglodytes alascensis*, BAIRD. Trans. Chicago Acad., i, 315, pl. 30,  
 fig. 3, (1869.) Saint George's Is.  
*Anorthura alascensis*, COUES. Key N. A. Birds, 87, (1872.)  
*Anorthura troglodytes* var. *alascensis*, COUES. *Ibid.*, 351.  
*Troglodytes hyemalis* var. *alascensis*, DALL. Proc. Cal. Acad.  
 Sci., (Feb. 8, 1873.)

This interesting local form of *Anorthura* differs from the ordinary North American bird in its superior size and darker brown colors, and in the much greater length and caliber of the bill. In young birds the difference is less strongly marked. The dimensions of an adult in Mr. Elliott's collection are as follows: bill, along culmen, .58; wing, 1.90; tail, 1.30; tarsus, .62; middle toe and claw, .64. The corresponding dimensions of an average specimen of var. *hyemalis* are: .39, 1.80, 1.20, .62, .58.

"This brave little bird was first brought into notice by Mr. Dall, who collected a single specimen while on the island in 1868, and sent it to the Smithsonian Institution. In his brief note accompanying it he speaks of its being abundant there, while I, in 1873, shot almost every one that I saw, and yet at the end of the season, August 4, I had but seven specimens. It was seldom seen, but then again in 1874 they were quite numerous.

"It is not a migratory bird, but remains permanently upon the island. Its nest is built in small, deep holes and crevices in the cliffs. I have not myself seen it, but the natives say that it lays from eight to ten eggs, in a nest made of soft, dry grass and feathers, roofed over, with an entrance at the side to the nest-chamber, thus being of elaborate construction.

"The male is very gay during the period of mating and incubation, flying incessantly from plant to plant or rock to rock, singing a rather shrill and very loud song, and making, for a small bird, a great noise.

"I shot the young, fully fledged, on the 28th of July, differing only from the parent in having a much shorter bill, and in a general darker and more diffuse coloration.

"Although Saint Paul's Island is but twenty-seven miles to the northwest from Saint George's, not a single specimen of this little wren has been seen there. I made, during the whole season of 1872, unavailing search for it.

"The native name, 'limmer-shin,' signifies a 'chew of tobacco,'

and is given on account of the resemblance of this wee bird in size and color to a tobacco-quid."

Mr. W. H. Dall found this species to be resident and abundant on the rocky cliffs of Amaknak Island, Ounalashka, where, he says, "it is quite familiar and bold. It builds in the crevices of the rocks, but I was not able to find the nest. It has a cheerful and melodious note, and is, to some extent, gregarious, three or four being usually seen together. It was not seen in the Shumagins, though it may occur there."

144a. ***Leucosticte tephrocotis* var. *griseinucha*, (BRDT.)**

COUES.—Gray-eared Finch. "Pahtoshkie."

*Linaria griseinucha*, BRANDT. "Orn. Ross., (1842.)"

*Leucosticte griseinucha*, BP. Consp. Av., i, 537, (1850).—BP. et SCHLEGEL. Monog. *Loxiens* 5, pl. xli, (young), (1850).—BD. B. N. Amer., 430, (1858).—DALL et BANN. Trans. Chicago Acad., i, 282, (1869).—COOP. B. Cal. i, 161, (1870).—DALL, Pr. Cal. Acad., (Feb., 1873.)

*Leucosticte tephrocotis* var. *griseinucha*, COUES. Key, 130, fig. 77, (1872.)

*Leucosticte griseogenys*, GOULD. P. Z. S., 104, (1843,) and Voy. Sulphur, i, 42, pl. xxii, (1844.)

*Leucosticte littoralis*, BD. Trans. Chicago Acad., i, 317, pl. xxviii, fig. 1, (1869).—COOP. B. Cal. i, 163, (1869).—DALL. Proc. Cal. Acad., (Feb., 1873.)

*Leucosticte tephrocotis* var. *littoralis*, COUES. Key, 130, (1872.) (Cf., *ibid.*, 352.)

Numerous beautiful specimens of the adults of both sexes in high breeding attire, and others illustrating the earliest plumage of the young, are in the collection. There are no appreciable outward distinctions of sex. The bill at this season is black, the ash and black of the head are pure and well defined, the chocolate brown is rich, and the rosy tends to crimson. The very young birds are dark, sooty gray, overlaid with brown; a lighter and more rusty shade of the same edges the wing-feathers, and the bill is in part light colored.

Although this form is much larger than typical *tephrocotis*, and otherwise different in the *pictura* of the head, we do not find ourselves enabled to separate it specifically, since numerous intermediate specimens attest its intergradation with the former. Nor do we find it necessary to distinguish the slight variety, *littoralis*, by name; we refer it to var. *griseinucha*, considering both forms as the single arctic representative of *tephrocotis* proper.

"This agreeable little bird, always cheerful and self-poe-

sessed, is a regular and permanent settler on the islands, which it never leaves. In the depth of dismal winter, as well as on a summer's day, the pahtoshkie greets you with the same pleasant chirrup, wearing the same neat dress, as if determined to make the best of everything. It is particularly abundant on Saint George's, where its habits may be studied to best advantage.

"The pahtoshkie nests in a chink or crevice of the cliffs, building a warm, snug home for its little ones of dried grasses and moss, very neatly put together, and lined with a few feathers. The eggs vary in number from three to six, being generally four. They are pure white, with a delicate rosy blush when fresh; and measure .97 by .67 inch. The young break the shell at the expiration of twenty or twenty-two days' incubation, the labor of which is not shared by the male, who, however, brings food to his mate, singing the while, as if highly elated by his prospects of paternity. The chicks, at first, are sparsely covered with a sprinkling of dark-gray down, and in two or three weeks gain their feathers, fitting them for flight, although they do not acquire the bright rosy hues and rich brown of the parents the first year. Between the old birds there is no outward dissimilarity according to sex, the male and female being exactly alike in size, shape, and coloration.

"They feed upon various seeds and insects, as well as the larvæ which swarm on the killing-grounds. They are fearless and confiding; fluttering in the most familiar manner around the village huts. In the summer of 1873, a pair built their nest and reared a brood under the eaves of the old Greek church at Saint George's.

"The nests, of which I collected fifteen or twenty, are very neatly made up of dry grass and moss, thick, and compactly interwoven, placed on the faces of the basaltic and breccia cliffs which rise from the shore-line of the islands. These disintegrating tufa and breccia bluffs afford a thousand and one little pockets and crannies in which the pahtoshkie builds, secure from molestation by prowling foxes. It has no song, but utters a low, mellow chirp, alike either when flying or sitting. It is most abundant on Saint George's, where hundreds may be seen at any time during a short walk along the north shore. It consort in pairs throughout the year, never going in flocks, and seldom flying or feeding alone."

Mr. W. H. Dall remarks upon the abundance of the bird on the Aleutians as well as on the Prybilov Islands. In August,

he says, it has no song, "except a clear chirp, sounding like 'wéet-a-wéet-a-wée-weet.' It was on the wing a great part of the time, avoiding alighting on the ground, but darting rapidly in a series of ascending and descending curves, now swinging on the broad top of an umbelliferous plant, now alighting on some ledge of the perpendicular cliff, jumping from point to point, seemingly delighted in testing its own agility." He found it particularly numerous in Ounalashka, where it is resident. A nest, which he discovered May 24, contained five white eggs, fresh; it was placed in a crevice of a rocky bank, about twelve feet above the beach, and was neatly built of grasses, lined with a few feathers.

152. **Plectrophanes nivalis**, (L.) MEYER.—*Snow Bunting*. "Snaguiskie."

Among Mr. Elliott's many specimens in pure black and white attire are a few, in the earliest plumage of the young, probably never seen in the United States. The general color is gray, overlaid slightly with a light-brown cast, the interscapular feathers having a dusky center. The gray fades on the breast into dull whitish, which occupies the rest of the under parts. Most of the secondary quills are white, with a dusky touch on the outer webs; the three inner ones, however, are black, with broad, chestnut-brown edging. Three lateral tail-feathers are mostly white.

"The snow-bird is another permanent resident of these islands, but one which, unlike the *Leucosticte*, is rather shy and retiring, nesting high on the rocky, broken uplands, and only entering the village during unusually severe or protracted cold weather.

"The snaguiskie builds an elegant and elaborate nest of soft, dry grass, and lines it warmly with a thick bed of feathers. It is placed on the ground, beneath some lava-slate, or at the foot of a boulder. Five eggs are usually laid, about the 1st of June; they are an inch long by two-thirds broad, of a grayish or greenish white, spotted sometimes all over, sometimes at or around the larger end, only, with various shades of rich, dark-brown, purplish-brown, and paler neutral tints. Sometimes the whole surface is quite closely clouded with diffuse reddish-brown markings.

"The female assumes the entire labor of the three weeks' incubation required for the maturing of the embryos. During

this period the male is assiduous in bringing food, and, at frequent intervals, sings his simple but sweet song, rising, as he begins it, high up in the air, as the skylark does when caroling, and, with the end of the stave, dropping suddenly to the ground again. The young are early provided with a gray downy coating, which is speedily replaced by a plumage resembling that of the adult female, and, in less than four weeks from the day of hatching, the little snaguiskie is as big as its parents, and weighs more.

"The food of this species consists of the various seeds and insects peculiar to the rough, higher grounds it frequents. It never flies about in flocks, and at this season cannot be called gregarious, like the Lapland longspur, with which it is associated on these islands."

153. **Plectrophanes lapponicus**, (L.) SELBY.—*Lapland Longspur*.  
"Karesch-navie snaguiskie."

We give a description of the breeding-plumage of the female, probably not generally known: Upper parts of the body, wings, and tail almost precisely as in the male. Cervical collar evident, but not sharply defined, nor so rich in color. Black of the crown variegated with pale tips of the feathers; white of the supra-ocular and post-auricular lines tinged with buff; no continuous pure black on the sides of the head, chin, or throat; sides of the head blackish, interrupted with grayish auriculars; throat similarly varied, but chin left nearly pure white, the pattern of the black which occurs in the male being thus clearly indicated, but interrupted and obscured; sides of the breast and belly with disconnected, sparse, sharp, slender, dark-brown streaks, instead of the pure black, continuous, broad and heavy stripes of the male; other under parts as in the male. Bill obscure yellowish, dusky at tip; feet dark brown, but not black. Dimensions slightly inferior to those of the male.

The eggs of the Lapland longspur are extremely variable in coloration—few more so. They range from a nearly uniform dark chocolate-brown, (much like those of a marsh-wren,) through a lighter chocolate in innumerable dots on a grayish-brown ground, to a peculiar brownish-white ground, variously clouded and smirched with chocolate, and having, besides, irregular sharp spots, scratches, and straggling lines of blackish brown. The general aspect of these eggs is like that of an oriole's or blackbird's. They measure .80 to .90 in length by

.55 to .60 in breadth. The labels of various specimens before us from Arctic America record a nest of "hay," lined with deer's hair, or feathers.

"The longspur, a resident bird, is a delightful vocalist, singing all through the month of June in the most charming manner, rising high in the air, and hovering on fluttering wings over its setting mate. The song is only too short, lasting but a few moments, though continually repeated. The bird is much more shy and reserved than the common snaguiskie, rarely entering the village. It is most abundant on Saint Paul's, where, unlike the snowflake, it seeks the low, grassy grounds, both for food and nesting, being never found among the rough boulders chosen for a home by the other species of *Plectrophanes*.

"Two nests which I found were built in tussocks of grass, on a low 'hummocky' flat, between the village and the main ridge of Saint George's, sheltered and half concealed beneath a drapery of withered grass. In each case the mother-bird did not fly away till I almost stepped on the nest, when she quickly disappeared, in perfect silence. One nest contained four, and the other five eggs, rather smaller than a snowflake's, and of a rich, gray-brown color, with deep shades of brown running over them in spots and suffused lines.

"These nests were not discovered until the 7th of July, at which date the eggs in both were perfectly fresh. They were, probably, not laid until about the end of June. The young appear in the same manner as those of *P. nivalis*. The males do not assume the distinctive coloration of their sex until the next season. The natives say that very severe weather sometimes drives these birds away, although the other *Plectrophanes* is never forced to leave."

226. **CORVUS CORAX**, L.—*Raven*. "Var-rone."

As noted in Mr. Elliott's general introduction, the experiment of introducing ravens was unsuccessfully tried by the Russians.

"The natives still claim that if a number of *young* birds were brought here and raised, they could be induced to remain upon the islands during the whole season; that the failure to keep those ravens brought up from Ounalashka, several years ago, was due to the fact of their being old birds.

"At Ounalashka there is a Greek Catholic church, with a small cupola, surmounted, as is usual, by a large crucifix. Upon

this these ill-omened, croaking birds perch at all hours of the day, defiling the cross and tinned dome-roof below them, without exciting the slightest sense of the ridiculous or impropriety among the people there, the stranger only being amused."

341. **Falco sacer**, FORST.—*Gyr.falcon*.

*Falco sacer*, FORST. Phil. Trans. lxxii, 423, (1772).—BAIRD. Trans. Chicago Acad. i, 271, (1869).—COUES. Key N. A. Birds, 213, (1872).

Finding nothing definite in Mr. Elliott's manuscripts respecting this bird, we conclude that it does not reside on the islands, where, however, its casual presence is attested by a specimen in the collection labeled "Saint Paul's, March, '73." It is a young bird, apparently in its second year, which had doubtless wandered or been forced out of its usual way.

However we may interpret the relation subsisting between the various forms of *Hierofalco*, the name *Falco sacer* (FORST.) is specially pertinent to the present one, and has priority over the several designations more frequently employed.

"Hawks, like owls, are occasionally seen on the islands, the latter during the winter, especially. They do not remain long, and never breed, although the natives on Saint George's stoutly assert that a 'small brown owl' breeds there. I made unavailing search for it." Very probably the hawk-owl, (*Surnia ulula*.)

396. **Charadrius fulvus**, GM.—*Golden Plover*.

*Charadrius fulvus*, GM. Syst. Nat., i, 687, (1788.)  
*Charadrius pluvialis*, HORSF. Trans. Linn. Soc., xii, 187, (1822.)  
*Charadrius xanthocheilus*, WAGLER. Syst. Av., *Charad.* sp. 36, (1827.)  
*Charadrius tattensis*, LESS. Man. Orn. ii, 321, (1828.)  
*Charadrius virginianus*, JARD. et SELB. Ill. ii, pl. 85, (circ. 1830.)  
*Charadrius glaucopus*, FORST. Descr. An., ed. Licht., 176, (1844.)  
*Charadrius virginicus*, BLYTH. Cat. B. Mus. As. Soc., 262, (1849.)  
*Charadrius longipes*, TEMMINCK.  
*Charadrius auratus orientalis*, TEMM. et SCHLEG. Fn. Japonica.  
*Charadrius auratus*, SCHRENK. Amur Reise, 410, (1860.)  
*Pluvialis fulvus*, SCHLEGEL. Mus. Pays-Bas, *Cursores*, p. 50, (1864.)  
*Pluvialis fulvus, tattensis, xanthocheilus, longipes*, BP. Compt. Rend., 417, (1856.)

The single specimen of golden plover preserved by Mr. Elliott is of special interest and importance, since it is conclusively determined to be the true Asiatic *fulvus*, and not the North American var. *virginicus*. This discovery represents an addition to our *Fauna*, for *C. fulvus* has not hitherto been recognized



as North American. We have made the comparison with numerous examples before us from various Asiatic and Pacific localities, finding the present specimen indistinguishable. Length, about 9.50; wing, 6.40; tail, 2.60; tarsus, 1.60; middle toe and claw, 1.10; culmen, .95. There is a yellowish suffusion about the head, particularly along the superciliary line, which is hardly to be noticed in the ordinary North American bird. The specimen was taken on Saint Paul's, May 2, 1873. "A few stragglers land in April, or early in May, on their way north to breed, but never remain long. They return in greater number in the latter part of September, and grow fat upon the larvæ generated on the killing-grounds, leaving for the south by the end of October."

406. **Streptopelia interpres**, L.—Turnstone. "Krass-nie Ko-lit-skie."

The numerous specimens all alike indicate an interesting approach to the peculiar features of var. *melanocephalus*, in the extent and intensity of the black areas on the head, neck, and back. The chestnut, in fact, is reduced mainly to a scapular patch, some edging of the feathers of the interscapular region, and a diffuse area on the wing-coverts. The upper parts of the body are otherwise black, relieved by the broad, pure white area of the lower back and rump, and varied with white on the crown and cervix. The front, sides of head and neck, throat, and entire breast are intense black, relieved by loreal, gular, auricular, and latero-cervical white areas.

"The turnstone arrives in flocks of thousands about the third week in July, and takes its departure about the 10th of September. It does not breed here. On its arrival it is quite poor in flesh, but, feeding upon the larvæ and maggots of the killing-grounds, it rapidly gains, and at length becomes extraordinarily fat—so fat that frequently it bursts open as it falls to the ground when shot on wing.

"It is a very handsome bird when in full plumage, with its bright-red legs, snowy, black-banded breast, and back tinged with brown and green reflections. Its well-known curious actions, in pursuit of its ordinary food, have given it its name. I met with it at sea, eight hundred miles from the nearest land, flying northwest toward the Aleutian Islands."

410. **Lobipes hyperboreus**, (L.) Cuv.—Northern Phalarope.

The egg of this species, not yet generally well known, presents the following characters, taken from the unparalleled

series in the Smithsonian Institution, collected at various points in the Yukon and Anderson River region: The ground varies from dark greenish olive, or brownish olive, through various lighter drab tints, nearly to a buffy brown, occasionally to a light gray. The markings are usually heavy and bold, consisting of large spots, and still larger blotches or splashes resulting from their confluence, mingled with dots and scratches in interminable confusion. In general pretty evenly distributed, they often tend to aggregate about the larger end, in rarer instances forming a perfect wreath. In a few instances all the markings are mere dots. As a rule, the size and heaviness of the markings bear some proportion to intensity of the ground color; the markings are dark bistre-brown, chocolate, and sometimes still lighter brown. The longest and narrowest egg of several dozen measures 1.30 by only .75; a short, thick egg gives only 1.10 by .82; the average is about 1.20 by .80. The eggs are three or four in number, oftenest the latter, and are generally laid in June, oftenest in the latter half of the month. They are deposited in a slight depression of the ground, variously lined with a little withered vegetation.

"A few stray couples breed upon the islands, nesting around the margins of the lakelets. The egg I was unable to find, but I secured several newly-hatched young ones which were very pretty and interesting. They are only two or three inches long, with a bill about a third of an inch in length, and no thicker than an ordinary dressing-pin. The down of the head, neck, and upper parts is rich brownish yellow, variegated with brownish black, the crown being of this color mixed with yellow, and a long stripe extends down the back, flanked with one over each hip, another across the rump, and a shoulder-spot on each side. The under parts are grayish silvery white. This bird, when startled, or solicitous for the safety of its young, utters a succession of sonorous 'tweet' sounds, quickly repeated, with long intervals of silence."

411. **Phalaropus fulicarius**, (L.,) BON.—*Red Phalarope*.

The nidification of this species is similar in all respects to that of *L. hyperboreus*, and the egg cannot be distinguished with certainty in any given instance. They average, however, somewhat larger—about 1.25 by .85. The largest specimen measured 1.30 by .90; the shortest, 1.15 by .90. Numerous specimens, in the Smithsonian collection, were taken early in July, at Franklin Bay, on the arctic coast, by Mr. R. Macfarlane.

"Though much more abundant than the preceding, at certain times, I am satisfied that the red phalarope does not breed here. It is found, like the other, by the marshy margins of the lakelets, solitary or paired, but never in flocks. The earliest arrivals occur in June, but the birds re-appear in greatest number about the 15th of August. They all leave by the 5th of October."

426 *bis*. ***Tringa crassirostris***, TEMM. et SCHLEGEL.—*Thick-billed Sandpiper*. "Ko-lits-kie."

*Tringa crassirostris*, TEMM. et SCHLEGEL. *Fauna Japonica*, 107, pl. 64, (1846.) (†)—DALL. *Amer. Naturalist*, vii, 635, (Oct., 1873.)—COUES. *Check-List*, 85, No. 426 *bis*, (1873.)

The most interesting result, in some respects, of Mr. Elliott's ornithological researches is the determination of the occurrence of this species in abundance on the Prybilov Islands, where it breeds. This discovery adds a species, previously unrecognized as North American, to our *Fauna*. The announcement was lately made by Mr. W. H. Dall, as above, upon the strength of one of Mr. Elliott's earlier specimens from Saint Paul's. This example was identified by Mr. J. E. Harting,\* of London, well known for the extent and accuracy of his investigations of the Limicoline groups, to whom it was transmitted for the purpose by the Smithsonian Institution. Mr. Elliott's later collections contain numerous specimens, among them several newly-hatched young, hitherto probably unknown. No description of the species having been published in this country, we subjoin the following :

*Adult, in breeding plumage*. (No. 64249, Mus. S. I.—676, Coll. H. W. E.—July 22, 1873. Saint George's.)—With somewhat the general appearance of a *Tringa alpina*, but the black area on the under parts pectoral, not abdominal. Bill about as long as the head, straight to the end,† compressed, stout, and high at

\* Deferring to this excellent authority on Limicoline birds, and without a copy of the work in which *Tringa crassirostris* was originally described, at hand, we have presented it under the same name. But almost certainly it is *not* the bird described by Schlegel as *Tringa crassirostris* in the *Museum des Pays-Bas*. The characters there given are those of a different bird altogether. By no latitude of interpretation can they be rendered applicable to the present species. In case our bird, here described in detail, be found not the same as the true *Tringa crassirostris*, it may appropriately be named *T. ptilocnemis*, in allusion to the feathered tibiae. We consider it most nearly allied to *Tringa maritima*, next to which it may take its place in the system.

† In other specimens, and usually, the bill is considerably longer, exceeding the head, and decidedly decurved at the end.

the base, with very long nasal fossæ, reaching to within  $\frac{1}{8}$  inch of the tip, and deep at the base; the groove of the under mandible co-extensive in length, but linear throughout. Feathers on side of under mandible extending beyond those on the upper; the interramal feathers projecting still a little ways farther. Legs very short, (much as in *Tringa maritima*;) tibial feathers reaching nearly or quite to the suffrago; tarsus shorter than the bill, or than the middle toe and claw. Wings and tail as usual throughout the genus.

A coronal area, the upper back, interscapular region and scapulars black, completely variegated with rich chestnut-brown, paler ochery brown and whitish, the body of each feather being black, with one or another or all of these various edgings; the coronal separated from the interscapular markings by a grayish-white, dusky-streaked cervical interval. Lower back and rump and upper tail-coverts blackish brown or grayish black, only varied with an occasional chestnut-edged feather. Wing-coverts grayish brown, with narrow white edging, the greater with broad, definite white tips. Secondaries nearly all pure white, a few of the outermost, and innermost also, with grayish-brown touches near the end. Primaries grayish brown with white shafts, except at tip, and fading to white on the inner webs toward the base; several of the innermost, also, largely white on the outer web, and with definite white tipping. Central tail-feathers brownish black; next pair abruptly paler, grayish; the rest white, or nearly so, with a faint gray tint. Front and sides of head, superciliary line, the tufts of flank-feathers, and entire under parts, white, interrupted on the breast with a large but not perfectly continuous nor well-defined blackish area, and marked on the upper breast and sides with a few narrow, sharp, blackish shaft-lines, a dusky auricular patch. Legs and bill dark. Length, apparently about 9.50 inches; wing, about 5; tail, 2.50; bill, 1.10 to 1.40; tarsus, .90 to 1.00; middle toe and claw, 1.05 to 1.20.

The sexes are not distinguishable by any outward mark. We have before us no specimen in complete fall-plumage; but one taken June 9, still retaining at that date the past season's plumage, for the most part, enables us to predicate the autumnal and winter vesture. The difference is entirely analogous to that seen in various other sandpipers. It consists in the great development and intensity of the chestnut edgings of the feathers of the upper part, to the restriction of their black fields, and to the exclusion, nearly complete, of the pale ochery

and whitish edgings which make up the characteristic variegation of the breeding-plumage, in the absence of any dividing cervical interval between the coloration of the crown and that of the back, and especially in the strong, complete suffusion of the sides of the head and the whole throat with tawny brown. The pectoral area is only indicated by scattered blackish feathers, being in the fall probably still more obscure, or rather replaced merely by a few dusky streaks or spots.

*Newly-hatched young*, (taken early in July).—These interesting little creatures, two or three inches long, are very prettily marked. The down of the under parts is silvery white; that of the upper is rich reddish brown, varied with black, and with curiously sharp, whitish dots of definitely rounded contour, appearing like spots of mildew. Each such spot is about as large as a pin's head, and, examined with a lens, is seen to be the enlarged, circumscribed, brushy end of a downy plume, whence several tiny bristles project. Each such plume is white basally, then black for a distance, ending in the whitish tuft. The areas thus dotted correspond, consequently, to the areas of black variegation; but there is, also, a black, undotted loreal spot, frontal line, and a few other markings. The bill is mostly black, very short and slender; the legs are comparatively long and stout, and appear to have been light-colored.

*Nearly-fledged, not quite grown, young*, (taken late in July).—Several specimens retaining down, or traces of it, about the head and neck, otherwise completely feathered. The upper parts are much as in the adults in the breeding-season, as to the colors of the variegation, but the markings are in simple curved lines rather than sharp V-shaped patterns, and the edgings are much narrower. The edgings of the wing-coverts have an ochery cast. The interior tail-feathers have rusty edgings. The throat and breast are more or less suffused with pale rusty; there is no black pectoral area, but the jugulum, breast, and sides have an indefinite number of suffused, dusky markings.\*

\* In Mr. Harting's letter upon the subject, handed us by Professor Baird, to whom it was addressed, the following occurs, in substance: *T. crassirostris*, T. & S., SCH., M. P. B., *Solop.*, 1864, 28; BLAKE, *Ibis*, 1862, 315-330.—HAB., China, Japan, Java, Borneo.—SYN., *Scolecophagus magnus*, GOULD, P. Z. S., 1848, 39; B. Aust., vi, pl. 33; *Tringa magna*, BR., C. B., 1856; *Tringa tenuirostris*, GOULD, Hdbk. B. Aust., ii, 1865, 260, (nec HORSF., Linn. Trans., xiii, 1820, 192, quæ *Totanus stagnatilis*, L.) "Temmick & Schlegel say, (l. c.) 'This

The following measurements of a number of adult specimens will illustrate the size and shape, and, to a great extent, the normal variations in dimension of the species :

*Measurements.*

Locality.	Date.	S. I. No.	Coll. No.	Sex.	Wing.	Tail.	Culmen of bill.	Tarsus in front.	Middle toe and claw.
Saint George's Island .....	July 22	64249	676	.....	5.10	2.50	1.12	0.90	1.09
Do.....	July 22	64250	677	.....	5.20	2.60	1.28	1.00	1.10
Do.....	July 4	64251	590	.....	5.10	2.30	1.10	0.94	1.16
Do.....	July 7	64252	597	.....	5.00	2.50	1.30	0.95	1.06
Do.....	July 7	64253	600	.....	5.10	2.80	1.45	1.00	1.15
Do.....	June 19	64254	462	.....	5.15	2.75	1.40	0.98	1.09
Do.....	July 7	64255	602	.....	5.10	2.40	1.30	0.97	1.12
Do.....	July 7	64256	601	.....	5.18	2.70	1.41	0.95	1.13
Do.....	July 7	64257	596	.....	4.20	2.50	1.25	0.90	1.12
Do.....	July 4	64258	585	.....	5.00	2.50	1.30	0.96	1.15
Do.....	July 4	64259	587	.....	5.05	2.40	1.25	0.97	1.07
Do.....	July 7	64260	675	.....	5.25	2.80	1.42	0.95	1.20
Do.....	July 1	64265	574	.....	5.35	2.75	1.40	1.00	1.10
Do.....	July 4	64266	588	.....	5.30	2.70	1.45	0.98	1.20
Do.....	July 7	64267	598	.....	4.90	2.50	1.20	0.96	1.14
Do.....	July 7	64268	599	.....	4.90	2.30	1.30	0.91	1.10

"This is the only wader that breeds upon the Prybilov Islands, with the marked exception of a stray couple now and then of *Phalaropus hyperboreus*. It makes its appearance early in May, and repairs to the dry uplands and mossy hummocks, where it breeds. The nest is formed by the bird's selection of a particular mossy bunch, and there setting. It lays four darkly-blotched pyriform eggs, and hatches within twenty days. The young come from the shell in a thick yellowish down, with dark-brown markings on the head and back, getting the plumage of their parents and taking to wing as early as the 10th of August; and at this season old and young flock together for the first time, and confine themselves to the sand-beaches and surf-margins about the islands for a few weeks, when they take

species belongs to the same type as the Knot, (*T. canutus*,) but is much more robust in size, the bill is longer, the tarsi are longer, and the toes more robust,' (this is a mistake;) 'finally, it differs in the very different coloration of the plumage, notably in the breeding-season.' \* \* \* "It seems to me that the bird is in every respect a large dunlin, (*T. cinclus*,) which it resembles much more nearly than it does *canutus*, not only in regard to the structure of the bill and feet, but in the character of the breeding-plumage," &c. Now, our *T. pitloconemis* bears a wonderful superficial resemblance to an overgrown dunlin, but its affinities, as shown by the feathered tibia, and tarsus shorter than the middle toe, are entirely with *T. maritimus*, as already said, and some plumages very closely resemble the extensively-whitened winter-dress of the latter.

flight by the 1st or 5th of September, and disappear until the opening of the new season.

"It is a most devoted and fearless parent, and will flutter in feigned distress around by the hour, uttering a low piping note should one approach its nest. It also makes a sound exactly like our tree-frogs, and until I had traced the matter to this source, I searched several weeks unavailingly for the presence of these reptiles, misled by the call of this bird."

A set of four eggs of this species, the full complement, taken by Mr. Elliott,\* June 19, 1873, on Saint George's, are perhaps the first specimens which have reached naturalists; certainly the first we have had in this country. They appear to have been nearly or quite fresh at the date mentioned. The egg is rather a peculiar one; of all the sandpiper's eggs before us, it most resembles that of *Tringa maritima*. The shape is regularly pyriform, as usual in this family. Measurements of the four examples are:  $1.55 \times 1.08$ ;  $1.52 \times 1.05$ ;  $1.50 \times 1.08$ ;  $1.48 \times 1.05$ . The ground is nearly clay-color, but with an appreciable olivaceous shade; the markings are large, bold, and numerous, of rich, burnt-umber brown, of varying depth, according to the quantity of the pigment. These surface-markings occur all over the shell, except the extreme point, and are solidly massed by confluence on the larger half of the egg; all the markings are strong, as if laid on freely with a heavily-charged brush. With these surface-spots occur numerous shell-markings of the same character, but, of course, obscure, presenting a stone-gray or purplish gray shade; some of them look as if the color of the surface-spots had "run" and soaked into the olivaceous drab of the general-surface.

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\* The eggs were first discovered by Mr. George R. Adams, agent of the Alaska Commercial Company, Saint George's Island. He, in order that they should be identified, notified Mr. Elliott of their position, who immediately shot the parent and secured the eggs. Mr. Elliott has had frequent occasion to acknowledge the courtesy and facilities for natural-history work furnished by the agents of the Alaska Commercial Company on both islands, Dr. H. H. McIntyre and Mr. Adams, above mentioned. To the last-named gentleman he is especially indebted for many desiderata. Mr. Samuel Falconer, assistant agent, and Drs. Otto Cramer and Meany, physicians on the two islands, are also among the few to whom Mr. Elliott's grateful obligations are due. From Dr. Cramer we have reason to anticipate a very valuable and interesting paper upon the stomach and intestinal parasites of the fur-seal, which he was engaged upon when Mr. Elliott took his departure from the islands, August 10, 1873.

**436. *Limosa uropygialis*, GOULD.—*White-rumped Godwit*.**

*Limosa uropygialis*, GOULD.—BD. Trans. Chicago Acad., i, 320, pl. 32, (1869.)—DALL and BANN. *Ibid.*, 293.—COUES. Key N. A., Birds 258, (1872.)

This well-known Old World species, lately added to our fauna, as above, is readily distinguished by the black and white barring of the upper tail-coverts. In winter the upper parts are pale gray, with dusky shaft-lines, and the under parts are nearly white—a condition never shown by our other species. In full plumage, the white of the rump and upper tail-coverts is more or less tinged with rusty, and the upper parts are brownish black, everywhere variegated with rusty. Bills of different specimens before us range in length from  $3\frac{1}{2}$  to  $4\frac{1}{2}$  inches; those of the adults are mostly dark, but in the young fully the basal half is light-colored—dull whitish in the dried state.

Mr. Elliott did not take the eggs of this species, but two examples were secured by Mr. Dall, June 18, 1868, at Kutlik, Alaska. These differ as much from each other as eggs of this species do from those of other species. The ground of one is quite greenish olive; of the other, pale olive-gray. In the former, the markings are all subdued neutral tints, apparently in the shell; in the latter, the markings are nearly all on the surface, and quite bright chocolate-brown. In both cases the markings are numerous and of indeterminate shape, mostly small, and generally distributed, though tending to aggregate at the butt, where alone they lose their distinctness in coalescing to form a splashed area. Size,  $2.20 \times 1.45$ ;  $2.25 \times 1.50$ .

“Migratory only, never breeding here. Comes in a straggling manner early in May, passing northward with little delay, and re-appears toward the end of August in flocks of a dozen to fifty.”

**440. *Heteroscelus incanus*, (GM.) COUES.—*Wandering Tattler*.**

*Scolopax incana*, GMEL. Syst. Nat., i, 658, (1788.)—LATH. Ind. Orn., ii, 724, (1790.)

*Totanus incanus*, VIEILL. Dict. Deterv., vi, 400, (1816.)

*Heteroscelus incanus*, COUES. Key N. A. Birds, 261, (1872.)

*Tringa glareola*, PALL. Zoog. Rosso-As., ii, 194, pl. 60, (1811.)

*Totanus brevipes*, VIEILL. Dict. Deterv., vi, 400, (1816.)—CASS. Pr. A. N. S., viii, 40, (1856.)

*Heteroscelus brevipes*, BAIRD. B. N. A., 734, pl. 88, (1858.)—DALL. Tr. Chic. Acad., i, 293, (1869.)

*Totanus fuliginosus*, GOULD. Voy. Beagle; Birds, 130, (1841.)—GRAY. G. of B., iii, pl. 154.

*Scolopax undulata*, FORST. Descr. Anim., ed. Licht., 173, (1844.)



*Totanus pulcherrimus*, MÜLL. Verhand., 153, (1844.)—SCHLEGEL, Fauna Japan, pl. 65.

*Totanus oceanicus*, LESS. Comp. Buff., 244, (1847.)

*Totanus polynesiæ*, PEALE. Voy. Vinc. and Peac.; Birds, 237, (1848.)

*Totanus griseopygius*, GOULD. B. Aust., vi, pl. 38.

*Gambetta brevipes*, *fuliginosa*, *pulcherrima*, *oceanica*, *griseopygia*, BONAPARTE.

Two specimens are contained in Mr. Elliott's collections.

Migratory regularly, but does not breed here. It comes every year early in June, and subsequently re-appears toward the end of July, when it may be obtained on the rocky beaches. It never visits the uplands, and is a very shy and quiet bird.

443. *Numenius borealis*, (FORST.) LATH.—*Esquimaux Curlew*.

This curlew only visits the Prybilov Islands in the same manner as the *Limosa*. It breeds, apparently in great numbers, in the Anderson River region, to judge from the numerous sets of eggs in the Smithsonian forwarded by Mr. R. Macfarlane. The usual nest-complement is four, made up usually the third week in June. The nest is placed on a barren plain, and made of decayed leaves placed under the eggs in a depression of the ground. The eggs vary to the great extent usual among waders. The ground is olive-drab, either tending more to green, to gray, or to brown in different instances. The markings are always numerous and bold, of the dark chocolate, bistre, and sepia browns of different depths, together with the usual stone-gray shell-markings. These always tend to aggregation at the larger end, or, at least, are more numerous on the major half of the egg, though the distribution is sometimes nearly uniform, and in no instance is the small end entirely free from spots. In one set the large end is almost completely occupied by a dense confluence of very dark markings. The smallest, and at the same time shortest, egg measures only  $1.90 \times 1.40$ ; the longest and narrowest,  $2.12 \times 1.33$ ; an average egg is  $2.00 \times 1.45$ .

We may refer, in this connection, to a species of curlew lately ascertained to inhabit Alaska, as one which may be expected to occur also on the Prybilov Islands. This interesting addition to our fauna is the *Numenius femoralis* of Peale—a species about as large as *N. hudsonicus*, and somewhat resembling it, but readily distinguished by the curious long bristly filaments which tip the abdominal feathers, and other characters. A

male specimen was taken by F. Bischoff at Fort Kenai, Alaska, May 18, 1869, and is now in the Smithsonian. (See Vigers, Zool. Journ., iv, 356; and Zool. Voy. Blossom, 28.)

A single specimen only of the Esquimaux curlew was taken by Mr. Elliott on Saint Paul's Island, June, 1872. None other than this one was seen by him.

**482. *Philacte canagica*, (SEVAST.) BANN.—Emperor Goose. Painted Goose.**

*Anas canagica*, SEVAST. Nov. Act. Acad. St. Peters., xiii, 346, pl. 10, (1800.)

*Anser canagicus*, BRANDT. Bull. Sc. St. Peters., i, 37, (1836.) BRANDT. Deser. et Ic. An. Rosso-As., 7, pl. 1, (1836.)

*Chloephaga canagica*, BONAP. Comptes Rendus, (1856.)—BAIRD. B. N. A., 768, (1858.)—DALL and BANN. Trans. Chic. Acad., i, 296, (1869.)—DALL. Proc. Cal. Acad., (Feb., 1873.)

*Philacte canagica*, BANN. Proc. Phila. Acad., 131, (1870.)—COUES. Key, 283, (1872.)

A set of five eggs, taken by Mr. Dall in Kúsolvak Slough, June 20, 1868 are much elongated and nearly equal at either end. The color is white, but with fine pale-brown dotting, giving a general light dirty-brown aspect. Specimens measure  $3.33 \times 3.10$ ;  $3.40 \times 2.90$ , &c.

"Visits the islands only as a straggler, sometimes landing so exhausted that the natives capture a whole flock in open chase over the grass, the birds being unable to use their wings for flight. I found the flesh of this bird, contrary to report, free from any unpleasant flavor, and, in fact, very good. The objectionable quality is only skin-deep, and may be got rid of by due care in the preparation of the bird for the table."

Mr. Dall's interesting note may be appended, in further illustration of the history of this species:

"This magnificent bird abounds in profusion in the Kúsolvak Slough, or mouth of the Yukon, to the exclusion of all other species. My endeavors to reach that point being unavailing, I was obliged to do my best to obtain specimens elsewhere. It is quite scarce around the Kwichpak Slough and on the sea-coast. By offering a large reward, I obtained four fine specimens from the marshes around Kutlik. It is the largest of the geese of the country, and the delicate colors of the body, with the head and nape snow-white, tipped with rich amber-yellow, are a beautiful sight. The eye is dark-brown; feet, flesh-color. The eggs are larger and longer than those of *A. gambeli*, and rather brown fulvous, the color being in minute dots. It lays

on the ground, like the other geese. The Eskimo name is *Nachowth'luk*. The raw flesh and skin have an intolerable odor of garlic, which renders it a very disagreeable task to skin them, but when cooked this entirely passes away, and the flesh is tender and good eating.

"This goose arrives about June 1, or earlier, according to the season. As soon as the eggs are hatched the birds begin to molt. I saw half-molted specimens at Pastolik, July 29, 1867. It remains longer than any other goose, lingering until the whole sea-coast is fringed with ice, feeding on *Mytilus edulis* and other shell-fish, and has been seen as late as November 1 by the Russians. It usually goes in pairs, or four or five together, rather than in large flocks. Its note is shriller and clearer than that of *A. gambeli* or *B. hutchinsi*, and it is shyer than the other geese, except the black brant."

According to Mr. Dall, the emperor-goose does not occur in the Aleutian Islands from Ounalashka eastward.

485a. ***Branta canadensis*, var. *leucopareia*, (BRDT.) COUES.—**

*White-collared goose.* "Chornie Goose."

*Anser canadensis*, PALLAS, *non auct.* Zoog. Rosso-As., ii, 230, (1811.)

*Anser leucopareius*, BRANDT. Bull. Ac. Acad. St. Petersb., i, 37, (1836.) BRANDT. DESC. et IC. Anim. Rosso-As., 13, pl. 2, (1836.)

*Bernicla leucopareia*, CASSIN. Ill. 272, pl. 45, (1855.)—BD. B. N. A., 764, (1858.)—DALL. Trans. Chic. Acad., i, 295, (1869.)

*Branta leucopareia*, GRAY. Hand-list, iii, 76, No. 10580, (1871.)

*Branta canadensis* var. *leucopareia*, COUES. Key 284, Fig. 185 b, (1872.)

There is no reasonable question that this is anything more than a race of the common *B. canadensis*. The supposed specific characters, not very tangible at best, are not entirely constant.

According to Mr. Dall, this goose is abundant on the coast about the mouth of the Yukon, where it breeds, but it is rare at Nulato or farther inland. The eggs were obtained at Pastolik.

"Occasionally straggles to the islands in small squads of ten to thirty, evidently driven by high winds from their customary line of migration along the mainland. Though not breeding here, it spends, occasionally, weeks at a time on the lakelets and uplands, before taking flight either north or south, as the season may be."

488. ***Anas boschas*, (L.)—Mallard.**

"A pair bred during the season of 1872, on Polavina Lakelet, Saint Paul's Island, and several were observed later in the

fall. The mallard was also noted on Saint George's Island, but it is certainly not a regular visitor of either island."

492. *Mareca penelope*, (L.) BP.—*Widgeon*.

It is an interesting fact that the widgeon which visits the Prybilov Islands is not *M. americana*, which would have been anticipated, but the true *M. penelope*, as Mr. Elliott's specimens attest.

"It is seldom seen, *never in pairs*, does not breed on the islands, and apparently the few individuals noted during two years' observation were wind-bound or astray.

508. *Harelda glacialis*, (L.) LEACH.—*Long-tailed Duck*. "Saafka."

"Common and resident. It breeds on the lakelets and sloughs of Saint Paul's, in limited numbers.

"This is a very noisy bird, particularly in the spring, when, with the breaking up of the ice, it comes into the open reaches of water with its peculiar, sonorous, and reiterated cry of *ah-naah-nadh-yah*, which rings cheerfully upon the ear after the silence and desolation of an ice-bound arctic winter."

The eggs of this species, according to the sets before me, are six or seven in number, of the usual shape and smooth texture of shell; one set is more decidedly pale greenish than the other, which is lighter, and rather gray, slightly inclining to creaminess. They measure  $2.20 \times 1.50$ , down to  $1.90 \times 1.40$ . One set was taken June 22, the other July 5.

510. *Histrionicus torquatus* (L.) BP.—*Harlequin Duck*.

"Common on and around the island shores, idly floating amid the surf in flocks of fifty or sixty, or basking and preening on the beaches and outlying rocks. It may be seen all the year round, excepting only when forced away by the ice-floes. Its nest, however, eluded my search; and, although I am quite confident that it breeds on either the rocky beaches or the high ridges inland, the natives themselves were equally ignorant of its eggs.

"My experience of this bird, it will be observed, differs from Mr. Dall's, who states that it 'is an essentially solitary species, found, alone or in pairs, only in the most retired spots, on the small rivers flowing into the Yukon, where it breeds.' (*Trans. Chicago Acad.*, i, 298.) I did not find it particularly wild or shy, and numbers are killed by the natives every fall or spring. It is a remarkably silent bird; I heard from it no cry what-

ever during the whole year. It is a most gregarious duck; solitary pairs never stray away from the flock. The females seem to outnumber the males, two to one."

511. **Somateria stelleri**, (PALL.) NEWT.—*Steller's Eider*.

*Anas stelleri*, PALL. Spic. Zool., vi. 35, pl. 5, (1769.)

*Clangula stelleri*, BOIE. Isis, 564, (1822.)

*Fuligula stelleri*, BP. Syn. B. U. S. 394, (1828.)

*Macropus stelleri*, NUTT. Man., ii, 451, (1834.)

*Polysticta stelleri*, EYTON. Hist. Brit. B., 79, (1836.)—BD. B. N. A., 801, (1858.)

*Eniconetta stelleri*, GRAY. List Gen. of B., 95, (1840.)

*Harelda stelleri*, KEYS, et Blas. Wirb. Europ., 230, (1840.)

*Heniconetta stelleri*, AGASS. Ind. Univ., 178, (1846.)

*Somateria stelleri*, NEWT. P. Z. S., 400, (1861.)—COUES. Key, 291, (1872.)

*Anas dispar*, SPARRM. Mus. Carls., pl. vii, viii, (1786.)

*Fuligula dispar*, STEPH. Shaw's Gen. Zool., xii, 206, (1824.)

*Stelleria dispar*, BP. Comp. List B. Eur. and N. A., 57, (1838.)

*Anas occidua*, BONN. et VIEILL. Ency. Met., i, 130, (1823.)

"A few of these ducks were observed, but not secured, on Saint Paul's, in the spring of 1872. Two were shot at the East Point, Saint George's, the same year. It is only a straggler."

As several experienced ornithologists have stated, Steller's duck is a true eider in all essential respects. Various views of its systematic position which have been entertained are indicated by the foregoing synonymy.

An egg of Steller's duck, in the Smithsonian, from the Petersburg Museum, through H. E. Dresser, esq., collected in Kamtschatka, measures  $2.20 \times 1.60$ , and is like that of the common eider in shape, color, and texture of shell.

534. **Graculus bicristatus**, (PALL.) GRAY. *Red-faced Cormorant*.  
"Oreel."

? *Red-faced Cormorant* or *Shag*, PENNANT & LATHAM. (Arct. Zool., 11, 584; Gen. Syn. vi, 601. Kamtschatka.)

? *Pelecanus urile*, GM. Syst. Nat., 1, 575, (1783.)—LATH. Ind. Orn. ii, 888, (1790.)

*Phalacrocorax bicristatus*, PALL. Zoog. Rosso-As., ii, 301, pl. 75, f. 2, (1811.)

*Graculus bicristatus*, GRAY. Gen. of Birds. Hand-list, iii, 128, No. 11129.—BD. Tr. Chic. Acad., 1, 321, pl. 33, (1869.)—DALL & BANN. *Ibid.*, 302.—COUES. Key, 304, (1872.)

*Urile bicristatus* BP., *partim*. Comp. Av., 11, 175, (1851.)

"*Phalacrocorax alagicus*, PALL." Zoog. Rosso-As., ii, 303, pl. 76, (1811.)

The cormorant, which swarms on the Prybilov Islands, appears to be unquestionably the bird of Pallas, which is most

probably the red-faced cormorant, *P. urile*, of earlier authors. In adult plumage it is readily recognized by the naked red skin which entirely surrounds the base of the bill, somewhat carunculate, and the blue base of the under mandible, as well as by the other points noticed in the later treatises above quoted. In the great confusion subsisting among authors respecting the North Pacific cormorants, we do not venture to cite several names more or less probably synonymous.

Several eggs of this cormorant, brought in by Mr. Elliott, are covered with the white, chalky incrustation, in a maximum amount of depth and irregularity, the shell being very pale bluish beneath. They measure about  $2\frac{1}{2}$  inches long by  $1\frac{1}{4}$  wide, being thus narrowly elongate, though little more pointed at one end than at the other. They are all much soiled with the filth of the nest.

"This cormorant, the only one of its tribe visiting the Seal Islands, is a common bird, and is found the whole year round. The terrible storms in February and March are unable to drive the "shag" away from the sheltered cliffs of the island, while all other species, even the big northern gull, depart for the open water south.

"It comes on to the cliffs to make its nest and lay, the earliest of the birds in this sea. Two eggs were taken from a nest on the reef, Saint Paul's Island, June 1, 1872, which is over three weeks in advance of the other water-fowl, almost without exception. The nest is large, carefully rounded up, and built upon some jutting point or narrow shelf along the face of a cliff or bluff; in its construction sea-ferns, (*Sertularidæ*), grass, &c., are used, together with a cement made largely of their excrement.

"The eggs are usually three in number, sometimes four, and, compared with the size of the bird, are very small. They are oval, of a dirty, whitish gray, green, and blue color, but soon become soiled; for although the bird's plumage is sleek and bright, yet it is exceedingly slovenly and filthy about the nest. The young come from the shell at the expiration of three weeks' incubation, without feathers, and almost bare even of down. They grow rapidly, being fed by the old birds, who eject the contents of their stomachs, such as small fish, crabs, and shrimps all over and around the nest. In about six weeks the young cormorant can take to its wings, being then fully as large and heavy as the parents; but it is not until the beginning of its second year that it has the bright plumage and metallic

gloss of the adult, wearing, during the first year, a dull drab-brown coat, with the brilliant colors of the base of the bill and gular sac subdued.

"This shag is a bold and very inquisitive bird, and utters no sound whatever except when flying over and around a boat or ship, which apparently has a magnetic power of attraction for them. When they are hovering and circling around in this way, I have heard a low, droning croak come from them.

"The cormorant cannot be called a bird of graceful action at any place, either on the wing or on shore. Its flight is a quick beating of the wings, (which are usually more or less ragged,) with the neck and head stretched out horizontally to the full length. It is exceedingly inquisitive, flying around again and again to satisfy its curiosity, but never alighting on a boat or ship, though coming close enough sometimes to be almost touched by hand. It is very dirty on the rocks, and does not keep its nest in tidy trim like the gulls; but in regard to its plumage, it cannot be surpassed, or even equaled, by any bird of Bering Sea for brilliant gloss and glittering sheen. It fairly shimmers, when in the sunlight, with deep bronze and purple reflections, as though clothed in steel armor.

"In their stomachs I have found almost invariably the remains of small fish and a coil of worms, (*Nematoda*.)

"As this bird is found during the whole winter, in spite of severe weather, perched on the sheltered bluffs, the natives regard it with a species of affection, for it furnishes the only supply that they can draw upon for fresh meat, soups, and stews, always wanted by the sick; and were the shags sought after throughout the year, as they are during the short spell of intensely-bitter weather that occurs in severe winters, driving the other water-fowl away, they would certainly be speedily exterminated. They are seldom shot, however, when anything else can be obtained."

***Diomedea brachyura*, TEMM.—Short-tailed Albatross.**

"Twenty or thirty years ago, when whaling-vessels were reaping their rich harvests in Bering and the Arctic Seas, the albatross was often seen about the islands, feeding upon the whale-carrion which might drift on shore. But with the decrease of the whale-fishery the birds have almost disappeared. Only a single individual was noted during my two years' residence. This was taken by Dr. Meany, on the north shore of Saint George's.

"It is common around Ounalashka Island, where I saw a large number, on my way to San Francisco, in August, 1873."

582a. *Fulmarus glacialis* var. *rodgersi*, (CASS.) COUES.—*Rodgers's Fulmar*. "Lupus."

*Fulmarus rodgersii*, CASS. Proc. Phila. Acad., 290, (1862).—COUES. *op. cit.*, 29, (1866).—BAIRD. Tr. Chicago Acad., i, 323, pl. 34, fig. 1, (1869).—DALL et BANN. *Ibid.*, 303.

*Fulmarus glacialis* var. *rodgersi*, COUES.—Key N. A. Birds, 327, (1872.)

Distinguished from the ordinary fulmar by the restriction of the darker slate-gray mantle, most of the wing-coverts and some of the secondaries being white.

An egg of this fulmar, procured by Mr. Elliott, is much more elongate than the only specimen of *F. glacialis* before me, and the shell is even rougher than in the latter, with innumerable raised points and minute fossæ. It measures 2.90 in length by 1.90 in breadth, and is scarcely more pointed at one end than at the other. The color is white, much soiled, in this instance, with adventitious yellow discoloration. The description applies to the whole of a large series examined.

"This is the only representative of the *Procellariæ* I have seen on or about the Prybilov Islands. It repairs to the cliffs, especially on the south and east shores of Saint George's, comes very early in the season, and selecting some rocky shelf, secure from all enemies save man, where, making no nest whatever, it lays a single large, white, oblong-oval egg, and immediately commences the duty of incubating. It is one of the most devoted of all water-fowl to its charge, for it will not be scared from the egg by any demonstration that may be made in the way of throwing rocks or yelling, and will even die as it sets rather than take to flight, as I have frequently witnessed.

"The fulmar lays by 1st to 5th of June. The egg is very palatable, fully equal to that of our domestic duck—even better. The natives lower themselves over the cliffs, and gather a large number of eggs every season on Saint George's Island.\*

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\* But it is hazardous work, and these people on St. George seldom gather more than they want at the time of taking. The sensation experienced by the writer, who has dangled over these precipices on a slight thong of raw-hide, with the surf boiling three or four hundred feet below, and loose rocks rattling down from above, any one of which was liable to destroy life, is one not to be expressed by language, and which, I think, quite sufficient excuse for the natives to be content with just as few eggs as possible.—H. W. E.



"The *Lupus* never flies in flocks; it pairs early, and is then exceedingly quiet. I have never heard it utter a sound save a low, droning croak, when disgorging food for its young.

"The chick comes out a perfect puff-ball of white down, gaining its first plumage in about six weeks. It is a dull gray, black at first, but by the end of the season it becomes like the parents in coloration, only much darker on the back and scapularies.

"They are the least edible of all the birds about the islands. Like others of the family, they vomit up the putrid contents of their stomachs upon the slightest provocation."

540. ***Stercorarius pomatorhinus*, VIEILL.**—*Pomarine Jäger*. "*Raz-boi-nik*."

*Larus parasiticus*, MEX. et WOLF. *Tasch. Deutsch.*, 11, 490, (1810.)  
*Larus crepidatus*, GM. *L. N.*, i, 602, (1788.) (*Qu. tes Sterc. striatus* BRISS.)

*Lestris striatus*, EYTON. *Br. Birds*, 53.

*Stercorarius pomarinus*, VIEILL. *Nouv. Dict. d'Hist. Nat.*, xxxii, 158, (1819.)—COUES. *Proc. Phil. Acad.*, 129, (1863.)

*Stercorarius pomatorhinus*, COUES. *Key*, 309, (1872.)

*Cataractes pomarinus*, STEPH. *Gen. Zool.*, xiii, 216, pl. 24, (1825.)

*Coprotheres pomarinus*, REICH, *Syst. Av.*, 52, (1580.)

*Cataractes parasita* var. *camtschatica*, PALLAS. *Zoog. Rosso-As.*, ii, 312, (1811.)

"A rare visitor. The specimen secured was the only one seen on the islands. It was found on the high, mossy uplands, perched in a listless attitude on a tussock of grass."

541. ***Stercorarius parasiticus*, (BRÜNN.) GRAY.**—*Parasitic Jäger*.

*Catharacta parasitica*, BRÜNN. *Orn. Bor.*, 37, (1764.)

*Larus parasiticus*, LINN. *Syst. Nat.*, i, 226, (1765.)

*Cataractes parasita*, PALL. *Zoog. R. A.*, ii, 310, (1811.)

*Lestris parasita*, ILLIGER. *Prod.*, 273, (1811.)

*Lestris parasitica*, KEYS et BLAS. *Wirb. Eur.*, 1, 240, (1840.)

*Stercorarius parasiticus*, GRAY. *Gen. of B.*, 10, 652, (1849.)—LAWR. *B. N. A.*, 839, (1858.)—COUES. *Pr. Phila. Acad.*, 133, (1863.)—DALL et BANN. *Tr. Chicago Acad.*, i, 303, (1869.)

*Lestris richardsoni*, SW. *F. B. A.*, 11, 433, pl. 73, (1831.)

*Stercorarius richardsoni*, COUES. *Proc. Phila. Acad.*, 135, (1863.)

*Cataractes richardsoni*, MACGILLIVRAY. *Man. Orn.*, ii, 257, (1842.)

*Catharacta coprotheres*, BRÜNN. *Orn. Bor.*, 38, (1764.)

*Lestris coprotheres*, DESMURS. *Traité Oül.*, 551, (1860.)

*Stercorarius crepidatus*, VIEILL. *Nouv. Dict.*, xxxii, 155, (1819.) (Not of Gmelin.)

*Lestris crepidata*, DEGLAND. *Mem. Soc. Roy. Lille*, 108, (1833.)

*Stercorarius cephus*, SW. *F. B. A.*, ii, 432, (1831.)

*Lestris hardyi et spinicauda*, BR. *Consp. Av.*, ii, 210, (1856.)

"I have seen but four or five examples of this species, which may be rated as an infrequent visitor. It may be found upon the grassy uplands, where it will alight and stand dozing in an indolent attitude for hours. No one of the three species of *Stercorarius* was observed to breed here."

Numerous eggs of this species from the barren grounds of the Anderson River region, and the arctic coast to the eastward, offer the following characters: The ground color is as various, and of the same shades, as that already mentioned under head of *Numenius borealis*, and in fact the whole aspect of the egg, markings included, is quite similar. But although pointed, they have not the peculiar pyriform shape usual among *Limicolæ*. I find no specimens heavily marked at the butt, though the tendency is to a wreath by confluence around the larger end. In some specimens the markings are all small and scratchy, and distributed with "uniform irregularity" over the whole surface. A certain proportion of stone-gray shell-markings always appears to accompany the various chocolate and other browns of the surface. Specimens range from  $2.40 \times 1.70$  to  $2.00 \times 1.50$ , averaging nearer the former dimension.

The eggs of the next species cannot be distinguished from those of the present with certainty, since, though they average less in size, the larger specimens overlap the measurements of even average *parasiticus*. A fair specimen is  $2.10 \times 1.50$ ; the smallest examined measured only  $1.90 \times 1.40$ .

542. ***Stercorarius buffoni***, (BOIE.) COUES.—*Long-tailed Jäger*.

? *Catharacta cepphus*, BRÜNN. Orn. Bor., 36, (1764.)

*Lestris cepphus*, KEYS et BLAS. Wirb. Eur., i, 240, (1840.)

*Stercorarius cepphus*, GRAY. Gen. of B., iii, 652, (1849).—LAWR. B. N.

A., 840, (1858).—COUES. Proc. Phila. Acad., 243, (1861.)

? *Harus parasiticus*, LATH. Ind. Orn., ii, 819, (1790.)

*Lestris parasiticus*, TEMM. Man. Orn., iv, 501, (1840).—SW. & RICH. F. B. A., ii, 430, (1831.)

*Stercorarius longicaudatus*, BRISSON.—VIEILL. Nouv. Dict., xxxii, 157, (1819.)

*Lestris longicaudatus*, THOMP. Nat. Hist. Ireland, iii, 399, (1851.)

*Cataractis longicaudatus*, MACGILL. Man. Orn., ii, 258, (1842.)

*Lestris buffoni*, BOIE. Isis, 562-576, (1822.)

*Stercorarius buffoni*, COUES. Proc. Phila. Acad., 136, (1863).—DALL et BANN. Trans. Chic. Acad., i, 304, (1869).—COUES. Key N. A. Birds, 310, 1872.

*Lestris lessoni*, DEGLAND. Mem. Soc. Roy. Lille, (1838.)

*Lestris crepidata*, BREHM. Naturg. Eur. Vog., 747, (1823.)

"Seldom seen. The specimen in my collection is one of

the only two I ever observed on the islands. When I came upon them, July 29, 1872, they were apparently feeding upon insects, and upon a small black berry which ripens on the highlands," (the fruit of the *Empetrum nigrum*.)

543. **Larus glaucus**, BRÜNN.—*Glaucous Gull. Burgomaster. "Chikie."*

"This large, handsome bird is restricted by reason to Walrus Island alone, although it comes sailing over and around all the islands, in easy, graceful flight, every hour of the day, and frequently, late in the fall, will settle down by hundreds upon the carcasses on the killing-grounds. But upon Walrus Island this bird is at home, and there lays its eggs in neat nests, built of sea-ferns and dry grass, placed among the grassy tussocks on the center of the island:—there are no foxes here.

"It remains by the islands during the whole season. Though it is sometimes driven by the ice to the open water fifty to a hundred miles south, it returns immediately after the floe disappears.

"The 'chikie' lays as early as the 1st to 4th of June, depositing three eggs usually within a week or ten days. These eggs are large, spherically oval, having a dark grayish-brown ground, with irregular patches of darker brown-black. They vary somewhat in size, but the shape and pattern of coloring is quite constant.

"The young *burgomaster* comes from the shell at the expiration of three weeks' incubation, in a pure-white, thick coat of down, which is speedily supplanted by a brownish-black and gray plumage, with which the bird takes flight, having nearly the size of the parent. This dark coat changes within the next three months to one nearly white, with the lavender-gray back of the adult; the legs change from a pale-grayish tone to the rich yellow of the mature condition, and the bill also passes from a dull-brown color to a bright yellow with a red spot on the lower mandible.

"It has a loud, shrill cry, becoming soon very monotonous by its constant repetition, and also utters a low, chattering croak while coasting.

"It is a very neat bird about its nest, and keeps its plumage in a condition of snowy purity. It is not very numerous; I do not think that there were more than five or six hundred nests on Walrus Island at the time of my visit, in 1872."

552. *Larus tridactylus* var. *kotzebui*, (Bp.) COUES.—*Pacific Kittiwake*. "Chornie-naushkie goverooskie."

*Rissa kotzebui*, Bp. Consp. Av., 11, 226, (1856.)—COUES. Pr.

Phila. Acad., 305, (1862.)—COUES. Pr. Phila. Acad., 207, (1869.)

*Larus tridactylus*, DALL & BANN. Tr. Chic. Acad., 1, 305, (1869.)

*Larus tridactylus* var. *kotzebui*, COUES, Key, 314, (1872.)

We have called attention, in our publications above quoted, to the fact that the North Pacific kittiwake has the hind toe better formed than that of the Atlantic bird; and this is the sole basis of the supposed species.

Although thus so similar to the true *Larus tridactylus* that it cannot be specifically distinguished, and also totally distinct from the next species, there has been a strange confusion regarding it. I do not venture now to add to the foregoing synonymy several names more or less doubtfully here applicable. Bonaparte quotes as synonymous, *Rissa nivea* of Bruch, J. f. O., 1855, 285; and also queries *R. brachyrhyncha* of Bruch, *ibid.*, 1853, 103. No one of the four species of *Rissa* described by Mr. Lawrence, in 1858, in Baird's work, pp. 854, 855, belongs here.

"This kittiwake breeds here by tens of thousands, in company with *R. brevirostris*, coming at the same time, but laying a week or ten days earlier; in all other respects it corresponds in habit, and is in just about the same number. It is a remarkably constant bird in coloration, when adult, for I have failed to observe the slightest variation in plumage among the great numbers here under my notice.

"In building its nest it uses more grass and less mud-cement than the *brevirostris* does. The eggs are more pointed at the small end and lighter in the ground-color, with numerous spots and blotches of dark brown. The chick is difficult to distinguish with certainty from the *brevirostris*, and it is not until two or three weeks have passed that any difference can be noted in the length of bill and color of feet.

"Like *Rissa brevirostris*, the male treads the female on the nest, and nowhere else, making a loud, shrill, screaming sound during the ceremony."

553. *Larus brevirostris*, (BRANDT.)—*Short-billed or Red-legged Kittiwake*. "Goverooskie."

*Rissa brevirostris*, BRANDT.—LAWR. B. N. A., 855, (1858.)—DALL & BANN. Tr. Chicago Acad., 1, 305, (1869.)

*Larus brevirostris*, COUES. Key N. A. Birds, 315, (1872.)

- Larus brachyrhynchus*, GOULD. P. Z. S., (July 25, 1843.)—GOULD.  
 Voy. Sulphur, 50, pl. 34, (—.) Not of RICHARDSON.  
*Rissa brachyrhyncha*, BP. Consp. Av., ii, 226, (1856.)—COUES.  
 Proc. Phila. Acad., 306, (1862.)  
*Rissa nireia*, LAWRI. B. N. A., 855, (1858.) (Excl. Syn. Not *Larus*  
*niveus*, PALL.)

This excellent species will instantly be distinguished from the preceding by its short bill, and especially by its rich coral, vermilion, or lake-red legs, (drying straw-yellow.) There is no possibility of confounding the two, although their synonymy has become involved to such an extent that the task of disentangling it is almost hopeless. The names above quoted are of unquestionable pertinence here; several others that might be quoted are preferably left untouched.

"This beautiful gull, one of the most elegant of birds on the wing, seems to favor these islands with its presence to the exclusion of other land, coming here by tens of thousands to breed. It is especially abundant on Saint George's Island. It is certainly by far the most attractive of all the gulls; its short, symmetrical bill, large hazel eye, with crimson lids, and bright-red feet, contrasting richly with the snowy-white plumage of the head, neck, and under parts.

"Like *Larus glaucus*, this bird remains about the islands during the whole season, coming on the cliffs for the purpose of nest-building, breeding by the 9th of May, and deserting the bluffs when the young are fully fledged and ready for flight, early in October.

"It is much more cautious and prudent than the 'arrie,' for its nests are placed on almost inaccessible shelves and points, so that seldom can a nest be reached unless a person is lowered down to it by a rope passed over the cliff.

"Nest-building is commenced by this bird early in May, and completed, usually, not much before the first of July. It uses dry grass and moss, cemented with mud, which it gathers at the margin of the small fresh-water sloughs and ponds scattered over the islands. The nest is solidly and neatly put up, the parent birds working in the most diligent and amiable manner.

"Two eggs are the usual number, although occasionally three will be found in the nest. If these eggs are removed, the female will renew them, like the 'arrie,' in the course of another week or ten days. They are of the size and shape of the common hen's egg, but colored with a dark-gray ground, spotted and blotched with sepia-brown patches and dots. Once in a while

an egg will have on its smaller end a large number of suffused blood-red spots.

"Both parents assist in the labor of incubation, which lasts from twenty-four to twenty-six days. The chick comes out with a pure-white downy coat, and pale whitish-gray bill and feet, resting helplessly in the nest while its feathers grow. During this period it is a comical-looking object. The natives capture them now and pet them, having a number every year scattered through the village, where they become very tame, and it is not until fall, when cold weather sets in and makes them restless, that they leave their captors and fly away to sea.

"This bird is very constant in its specific characters. Among thousands of them I have never observed any variation in the coloration of the bills, feet, or plumage of the mature birds, with one exception. There is a variety, seldom seen, in which the feet are nearly yellow, or rather yellow than red, and the edge of the eyelid is black instead of scarlet; there is also a dark patch back of each eye. The color of the feet is probably an accidental individual peculiarity; the dark eye-patch and absence of bright color from the eyelids may depend upon season."

606. *Colymbus arcticus*, (L.)—*Black-throated Diver*.

It is interesting to observe that this bird is the true *C. arcticus*, and not var. *pacificus*, which might have been expected to occur. This is sufficiently attested by the measurements of a fine adult specimen, No. 498 of Mr. Elliott's collection. Length, about 31 inches; wing, 12; bill, along culmen,  $2\frac{3}{4}$ ; along gape, 4; its depth at base, .80; tarsus,  $3\frac{1}{2}$ ; middle toe and claw, 4. The bill is quite stout, with the culmen convex throughout, showing nothing of the slender, straight, or almost recurved shape characteristic of var. *pacificus*.

We find nothing respecting this species in Mr. Elliott's MSS. It was the only one seen by him. It was found dead, cast upon the sand-beach at Zapadne, Saint George's Island, and brought to Mr. E. by the natives, who differed among themselves as to whether they had ever noticed it before about the islands. At all events, it is seldom seen there.

610. *Podiceps grisegena*, (BODD.)—*Red-necked Grebe*.

As in the case of the last species, the present is of the typical form rather than of the North American variety. The difference, as stated in our synopsis, (Pr. Phila. Acad., 1862, 232,) lies in

the size and coloration of the bill. In true *griseigena* the bill is little, if any, over 1.50 inches along the culmen, or 2.00 along the gape, and the yellow is either entirely restricted to the base, or only extends thence a little on the edge of the under mandible. In var. *holbölili* the above-mentioned measurements of the bill are respectively 1.90 and 2.40, and much or most of the under mandible, with the cutting-edges of the upper, are yellow. In the present specimen, the culmen measures 1.60; the gape, 2.15, and there is little yellow, excepting at the base of the bill.

Eggs of the American red-necked grebe, from the Yukon and other interior arctic localities, are rough, white, either inclining to pale-greenish or with buffy discoloration, and of the usual narrowly-elongate shape common in the family. They measure from 2.10 to 2.35 in length by 1.25 to 1.45 in breadth, the longer eggs not always being proportionally wide.

"It is the only specimen seen during my residence upon the islands. It has been observed before by the natives, who, however, affirm that it is uncommon."

617. **Fratercula corniculata**, (NAUM.) BRANDT.—*Horned Puffin*.  
"Epatka."

(†) *Aloa arctica*, var. B., LATH. Ind. Orn., ii, 792, (1790.)

*Lunda arctica*, PALL. partim., Zoog. R. A., ii, 365, (1811.)

*Mormon corniculatum*, NAUM. Isis, 782, pl. 7, f. 3, 4, (1821.)—  
KITTL. Kupf. Naturg. Vog. pl. i, fig. 1.—DALL & BANN.

Trans. Chic. Acad., i, 308, (1869.)

*Mormon (Fratercula) corniculata*, Bp. Comptes Rendus, 774, (1856.)—CASS., in Bd. B. N. A., 902, (1858.)

*Fratercula (Ceratoblepharum) corniculata*, BRANDT. Bull. Sc. Acad. St. Petersb., ii, 348, (1837.)

*Fratercula corniculata*, GRAY. Gen. B., iii, 637, pl. 174, (1849.)—  
COUES. Pr. Phila. Acad., 1868.—COUES. Key, 340, (1872.)

*Lunda corniculata*, SCHLEGEL. M. P. B., ix, Nerin., 28, (1867.)

*Lunda (Ceratoblepharum) corniculata*, BRANDT. Bull. Sc. Acad.,  
St. Petersb., vii, 242, (1869.)

*Mormon glacialis*, GOULD, nec. LEACH. B. Eur., v, pl. 404,  
(1837.)—AUD. Orn. Biog., iii, 549, pl. 293, (1835.)—Id. B.  
Amer., vii, 236, pl. 463.

An egg before me is noticeably more elongate than that of *F. arctica* or of *F. cirrhata*, though not more pointed. The shell is rather rough, and dead-white. We may anticipate that in some instances a few obscure obsolete spots may appear, as they occasionally do in the eggs of *F. arctica*, and, doubtless, also show the usual discolorations in many cases. The present specimen measures 2.75 by 1.75.

"The eye never fails to be arrested by this odd-looking bird, with its great shovel-like, lemon-yellow and red bill, as it sits squatted in glum silence on the rocky cliff-perches, regarding approach with an air of stolid wonder. It seems to have been fashioned with especial regard to the fantastic and comical.

"This *mormon*, in common with one other species, *M. cirrhata*, comes up from the sea, from the south, to the cliffs of the islands about the 10th of May, always in pairs, never coming or going in flocks. It makes a nest of dried sea-ferns, grass, moss, &c., far back or down in some deep, rocky crevice, where the egg when laid is generally inaccessible—nothing but blasting-powder would reach it.

"It lays but a single egg, large, oblong-oval, pure white, and, contrary to the custom of the gulls, arries, choockies, &c., when the egg is removed the sea-parrot does not renew it, but deserts the nest, perhaps locating elsewhere. The young chick I have not been able to get—not until it comes out fledged and ready for flight in August, when it does not differ materially from its parent. The species leaves the islands about the 10th September.

"This bird is very quiet and unobtrusive; it does not come in large numbers to the islands, for it breeds everywhere else in Bering Sea. Its flight is performed with quick and rapid wing-beats, in a straight and steady course. There is no difference between the sexes as to size, shape, or plumage."

**619. *Fratercula cirrhata*, (PALL.) STEPH.—Tufted Puffin.** "Tawpawkie."

*Alca cirrhata*, PALL. Spic. Zool., 7, pl. 1, ii, fig. 1, 2, 3, (1769.)

*Lunda cirrhata*, PALL. Zoog. R. A., ii. 363, p. 82, (1811.)—

SCHLEG. Mus. Pays-Bas, *Urin.* 27, (1867.)—COUES. Pr. Phila. Acad., (1868.)

*Lunda (Gymnoblepharum) cirrhata*, BRANDT. Bull. Sc. St. Petersb., vii., 244, (1867.)

*Fratercula cirrhata*, STEPH. Shaw's Gen. Zool., xiii, 40, (1825.)

*Fratercula (Gymnoblepharum) cirrhata*, BRANDT. Bull. Sc. St. Petersb., ii, 349, (1837.)

*Mormon cirrhata*, NAUM. Isis, 781, pl. 7, f. 1, (1821.)—CASS. B. N. A., 902, (1858.)—DALL & BANN. Trans. Chicago Acad., i, 308, (1869.)

*Fratercula carinata*, VIGORS. Zool. Journ., iv, 358.

*Sagmatorhina lathamii*, BP. P. Z. S., 202, pl. 44, (1851.)—COUES. Pr. Phila. Acad., (1868.)

*Sagmatorhina labradoria*, CASS. B. N. A., 904, (1858.)—DALL & BANN. Trans. Chic. Acad., i, 309, (1869.)



As Professor Brandt showed, shortly after the publication of our Monograph, the *Sagmatorhina lat'hami* of Bonaparte (= & *labradoria*, Cass.) is merely the young of this species, at an age before the bill has attained its final shape and coloring. Of this fact we became ourselves aware about the same time, from examination of various specimens in the Smithsonian.

The genus, of course, falls, as well as the species. In our Monograph we were so far wrong as to assign to it a second supposed species, the *Cerorhina suckleyi* of Cassin, which is the young of *Ceratorhina monocerata*.

"Comes to the islands at the same time as *F. corniculata*, and resembles the *Epatkie* in its habits generally. It lays a single large white egg, of a rounded-oval shape. I was never able to see a newly-hatched chick, owing to the retired and inaccessible nature of the breeding-places. Could Walrus Island be visited frequently during the season, interesting observations might be made there, for the nests are more easy of access. The young tawpawkie, six weeks old, resembles the parents exactly, only the bill is lighter colored, and the plumes on the head are incipient. This is the only place where the birds can be daily seen and watched with satisfactory results. I took eggs from over thirty nests in July. The natives say it is very quarrelsome when mating, its cries sounding like the growling of a bear as they issue from far down under the rocks that cover its nest."

The egg is much thicker and more capacious than that of *F. corniculata*, though no longer. The shell is rough, dead-white, and, besides the frequent discolorations, shows in several specimens very pale, obsolete shell-markings of purplish gray. Several specimens measure as follows:  $2.85 \times 1.95$ ;  $2.80 \times 1.92$ ;  $2.75 \times 2.00$ ;  $2.65 \times 1.95$ .

621. **Phaleris psittacula**, (ESCH.) TEMM.—*Parroquet Auk*. "Baillie Brushkie."

*Alca psittacula*, PALL. Spic. Zool., fasc. v, 13, pl. 2, pl. 5, f. 4, 5, 6, (1760.)

*Lunda psittacula*, PALL. Zoog. Rosso-As., ii, 366, pl. 84, (1811.)

*Phaleris psittacula*, TEMM. Man. Orn., i, 112, (1820.)—COUES. Key N. A. Birds, 342, fig. 222, (1872.)

*Ombria psittacula*, ESCHSCH. Zool. Atlas, iv, 3, pl. 17, (1831.)—BRANDT. Bull. Sc. Acad. St. Petersb., ii, 348, (1837.)—Id. *Ibid.*, vii, 237, (1869.)—CASS. B. N. A., 410, (1858.)—ELLIOT. B. N. A., pt. i, pl. 70.

*Simorhynchus psittaculus*, SCHLEG. Mus. Pays-Bas, ix, 24, (1867.)—COUES. Proc. Phila. Acad., (1868.)

Not only on account of the form of the bill, which, though singular among *Alcidae*, is not more different from that of some others than these are among themselves, but also in consequence of a different mode of life, to which the shape of the bill fits it, as attested by various observers, we now place the bird in a separate genus from *Simorhynchus*, under which we formerly included it. The species is said to live chiefly upon bivalve mollusks, such as *Mytilus*, &c., for opening which its bill is adapted; and Professor Brandt notes the curious analogy afforded, in this respect, with *Hamatopus*, as compared with allied Charadrine genera.

Mr. Gray adduces a reference to the unexpected occurrence of this species in Sweden.

"This quaintly-beaked bird is quite common on the Prybilov Group, and can be obtained at Saint George's in considerable numbers. It comes here early in May, and locates in a deep chink or crevice of some inaccessible cliff, where it lays a single egg and rears its young. It is very quiet and undemonstrative during the pairing-season, its only note being a low, sonorous, vibrating whistle. Like *Simorhynchus cristatellus*, it will breed in company with the 'choochkie,' but will not follow that lively relative back upon the uplands, the 'baillie brushkie' being always found on the shore-line, and there only.

"The egg, which is laid upon the bare earth or rock, is pure white, oblong-ovate, measuring  $2\frac{1}{2}$  by  $1\frac{1}{2}$  inches. It is exceedingly difficult to obtain, owing to the birds' great caution in hiding, and care in selecting some deep and winding crevice in the face of the cliff. At the entrance to this nesting-cavern the parents will sometimes squat down and sit silently for hours at a time, if undisturbed.

"It does not fly about the islands in flocks, and seems to lead a quiet, independent life by itself, caring nothing for the society of its kind. The young, when first hatched, I have not seen, but by the 10th to the 15th of August they may be observed coming out for the first time from their secure retreats, and taking to wing as fully fledged and as large as their parents.

"They take their departure from the 20th of August to the 1st of September, and go out upon the North Pacific for the winter, where they find their food, which consists of *amphipoda* and fish-fry. I have never seen one among the thousands that were around me when on the islands 'opening' the bivalve-shells, such as mussels, &c., as stated by Professor Brandt. It

feeds at sea, flying out every morning, returning in the afternoon to its nest and mate."

The egg of *Phaleris psittacula* is about as large as a small hen's egg, which it resembles, although averaging more elongate. The shape, however, is extremely variable; thus, one measures 2.25 by 1.50, and another 2.35 by only 1.45, the latter being remarkably narrow, elongate, and pointed. The shell is minutely granular, and rough to the touch. It is white, unmarked, but often found variously soiled and discolored, sometimes by mechanical effect, and sometimes by fluids of the oviduct or cloaca. Mr. Elliott says, "So effectually do these birds secrete their eggs in the deep recesses of cliff crevices and chinks that I was unable to obtain more than four perfect specimens, although several hundred 'baillie brushkies' were breeding on the cliffs, each pair marked by myself, (in daily observation,) close by the village, at Saint George's Island, during the summer of 1873. Nothing, save blasting-powder, or similar agency, can open the basaltic crevices in which the bird hides, and, of course, resort to this action would also destroy the egg."

622. **Simorhynchus cristatellus**, (PALL.) MERR.—*Crested Auk*  
"Canooskie."

*Alca cristatella*, PALL. Spic. Zool. fasc., v, 20, pl. 3, pl. 5, figs. 7, 8, 9, (1769.)

*Uria cristatella*, PALL. Zoog. Rosso.-As., ii, 370, (1811.) (Excl. syn. *Alca camtschatica*, LEPECH.)

*Simorhynchus cristatellus*, MERREM.—SCHL. M. P. B., ix, 25, (1867.)—COUES. Proc. Phila. Acad., (1868.)—COUES. Key N. A. Birds, 342, figs. 223, 224, (1872.)

*Simorhynchus (Tylorhampus) cristatellus*, BRANDT. Bull. Sc. Acad. St. Petersburg., vii, 223, (1869.)

*Tylorhampus cristatellus*, BRANDT. Op. cit., ii, 348, (1837.)

*Phaleris cristatellus*, STEPH. Shaw's Gen. Zool., xliii, 47, pl. 5, (1825.) (Nec TEMM.)—SCHRENCK. Reise Amur-Land, i, vt. ii, 500, pl. 16, figs. 4, 5.

*Phaleris (Simorhynchus) cristatellus*, CASS. B. N. A., 906, (1858.)

*Uria dubia*, PALL. Zoog. R. A., ii, 371, (1811.)—(*Avis ptii. hym. vestita*, sec. BRANDT.)

*Phaleris dubia*, BRANDT. Bull. Sc. Acad. St. Petersburg., ii, 347, (1837.)

*Tylorhampus dubius*, BONAP. Comptes Rendus, xlii, 774, (1856.)

*Simorhynchus dubius*, COUES. Proc. Phila. Acad., (1868.)

*Alca tetracula*, PALL. Spic. Zool. fasc., v, 23, pl. 4, (1769.) (*Junior*.)

*Uria tetracula*, PALL. Zoog. R. A., ii, 371, (1811.)

*Phaleris tetracula*, STEP. Genh. Zool., xliii, 46, (1825.)—BRANDT. Bull. Sc. Acad. St. Petersburg., ii, 347, (1837.)

*Tylorhamphus tetraculus*, BONAP. Comptes Rendus, xlii, 774, (1856.)

*Phaleris (Tylorhamphus) tetracula*, CASS. B. N. A., 907, (1858.)

*Simorhynchus tetraculus*, COUES. Proc. Phila. Acad., (1868.)—COUES. Key N. A. B., 342, (1872.)

*Phaleris psittacula*, TEMM. Man. d'Ornith., i, p. cxii, (1820.)

*Phaleris superciliata*, AUD. Orn. Biog., iv, pl. 402, (1839.) (Nes LICHT.; nec BP.)

"This fantastic-looking bird, conspicuous by reason of its curling crest and bright crimson bill, breeds in company with the *S. microceros*, but in no number whatever compared with the 'choochkie'—a few thousand pairs only at Saint Paul's, and relatively more on Saint George's, of course.

"It makes its appearance in early May, and repairs to chinks and holes in the rocky cliffs, or deep down under large boulders and rough basaltic shingle, to lay, making no nest whatever, depositing the egg upon the bare earth or rock. But so well do these birds succeed in secreting it that, although I was constantly upon the ground where several thousand pairs were laying, I was unable to successfully overturn the rocks (under which they hide) and get more than four eggs, the result of over a hundred attempts.

"The note of the 'canooskie' while mating is a loud, clanging, honk-like sound; at all other seasons they are silent.

"The *Simorhynchus cristatellus* lays but one egg, and the parents take turns, I am inclined to believe, in the labor of incubation and in feeding their young. The egg is rough, pure white, but with frequent discolorations, and, compared with size and weight of the parent, very large. It is an elongated oblong-oval, the smaller end being quite pointed. Length, 2.10; width, 1.40.

"I have not seen a chick, nor could I get any notes upon its appearance from the natives, but I have shot the young as they came out for the first time from their dark, secure hiding-places, fully fledged, with exception of crest, being by this time, the 10th to 15th August, as large as the old birds, and of the same color and feathering.

"The 'canooskie,' like its cousin, the 'choochkie,' has no sexual variation in size or plumage. Males and females are, to all external view, precisely alike.

"The bright crimson bill, however, varies considerably, not in color, but in its relative strength and curve, the slenderer bill not being confined, as far as I could see, to the young

birds, some old ones having the light and more pointed beak."

We do not hesitate now to follow Professors Schlegel and Brandt in uniting the *dubia* and *tetracula* with the *crisatella* of Pallas. We were never satisfied of the distinction of the former, and in our Monograph expressed the strongest doubts of its validity as a species. The other, however, we fully believed, until recently, to be a good species.

624. **Simorhynchus pusillus**, (PALL.) COUES.—*Least, or Knob-billed, Auk*. "Chooch-kie."

! ? *Alca pygmæa*, GMELIN. Syst. Nat., i, 555, (1788).—(*Nonne potius* = *Alca camtschatica*, LEPECH., juv.; h. e. = *S. cassini*, NOB. !)

*Phaleris pygmæa*, BRANDT. Bull. Sc. Acad. St. Petersb., ii, 347, (1837.) (Excl. syn. *A. pygmæa*, GM.)

*Tylorhamphus pygmæa*, BP. Comtes Rendus, xlii, 774, (1806.) (= *Uria pusilla*, PALL.)

*Simorhynchus pygmæus*, SCHL. Mus. Pays-Bas, ix, 23, (1867.)

*Uria pusilla*, PALL. Zoog. R. A., ii, 373, pl. 70, (1811.) (Excl. syn.)

*Phaleris pusilla*, CASS. Proc. Phila. Acad., 324, (1862.)

*Phaleris (Ciceronia) pusilla*, CASS. B. N. A., 909, (1858.)

*Simorhynchus pusillus*, COUES. Pr. Phila. Acad., (1868).—BRANDT. Bull. Sc. Acad. St. Petersb., vii, 230, (1869).—COUES. Key N. A. B., 343, figs. 227, 228, (1872.)

*Phaleris corniculata*, ESCHSCH. Zool. Atl., 4, pl. 16, (—.)

*Phaleris microceros*, BRANDT. Bull. Sc. Acad. St. Petersb., ii, 346, (1837.)

*Phaleris (Ciceronia) microceros*, CASS. B. N. A., 902, (1858.)

*Ciceronia microceros*, REICHENBACH.

*Simorhynchus microceros*, COUES. Proc. Phila. Acad., (1868.)

*Phaleris nodirostra*, BP. Comp. & Geog. List, 66, (1838.)

*Ciceronia nodirostris*, BP. Comptes Rendus, xlii, 774, (1856.)

There is now no reasonable doubt of the identity of the names above quoted, excepting *Alca pygmæa*, which remains unidentified. It may have been this species, but most probably it was the young of *S. camtschaticus*, in the same state as the young bird we recently called *S. cassini*. The strong doubt we expressed in our Monograph respecting the distinction between the *microceros* or *nodirostris* of authors and the *pusilla* of Pallas, has been confirmed.

"This little bird is the most characteristic of the water-fowl frequenting the Prybilov Islands, to which it repairs every summer by millions to breed, with its allies, *S. cristatella*, (canooskie,) and the *Phaleris psittacula*.

"It is comically indifferent to the proximity of man, and can

be approached almost within an arm's length before taking flight, sitting upright and eyeing one with an air of great wisdom, combined with profound astonishment.

"Usually about the 1st or 4th of May, every year, the choochkie makes its first appearance around the islands for the season, in small flocks of a few hundreds or thousands, hovering over and now and then alighting upon the water, sporting one with another, in apparent high glee, and making an incessant low chattering sound. By the 1st to the 6th June they have arrived in greatest number, and they then commence to lay. They frequent the loose stony reefs and bowlder-bars on Saint Paul's, together with the cliffs on both islands, and an area of over five square miles of basaltic shingle on Saint George's. To the last island they come in greatest number. There are millions of them. They make no nests, but lay a single egg each, far down below among loose rocks, or they deposit it deep within the crevices or chinks in the faces of the bluffs.

"Although, owing to their immense numbers, they seem to be in a state of great confusion, yet they pair off and conduct all of their billing and cooing down under the rocks, upon the spot chosen for incubation, making during this interesting period a singular grunting or croaking sound, more like a 'devil's fiddle' than anything I have ever heard outside of city limits.

"A walk over their breeding-grounds at this season is exceedingly interesting and amusing, as the noise of hundreds of these little birds directly under foot gives rise to an endless variation of sound, as it comes up from the stony holes and caverns below, while the birds come and go, in and out, with bewildering rapidity, comically blinking and fluttering.

"The male birds, and many of the females, regularly leave the breeding-grounds in the morning and go off to sea, where they feed on small water-shrimps and sea-fleas, (*Amphipoda*,) returning to their nests and sitting partners in the evening.

"The choochkie lays a single pure-white egg, exceedingly variable in size and shape, usually oblong-oval, with the smaller end somewhat pointed. I have several specimens almost spherical, and others drawn out into an elongated ellipse; but the oblong-oval, with the pointed smaller end, is the prevailing type. The egg is very large, compared with the size and weight of the little parent. Average length, 1.55; width, 1.12. The

general aspect is much like that of a pigeon's egg, excepting the roughness of the shell.

"The chick is covered with a thick, uniform, dark-grayish-black down, which is speedily succeeded by feathers, all darker than those of the parent, when it takes flight from the islands for the year six weeks after. The parents feed their young by disgorging, and when the young birds leave, they are as large and heavy as the old ones. I am strongly inclined to think that the male bird feeds the female while incubating, but have not been able to verify this supposition by observation, as the birds are always hidden from sight at the time."

634. *Lomvia troile* var. *californica*, (BRY.) COUES.—*Murre Guillemot*.

*Cephus lomvia*, PALL. Zoog. R. A., ii, 345, (1811.)

*Uria troile*, NEWB. Pac. R. R. Rep., vi, pt. iv, 110, (1857.)

*Cataractes californicus*, BRYANT. Proc. Bost. Soc. 11, fig. 3, 5, (1861.)

*Lomvia californica*, COUES. Proc. Phila. Acad., fig. 16, (1868.)

*Lomvia troile* var. *californica*, COUES. Key N. A. Birds, 346, (1872.)

All the Murres of the *troile* type we have seen from the North Pacific agree in possessing a particular shape of the bill, readily distinguishable from that presented by the Atlantic birds. While we would by no means insist upon, or even admit, that this is a specific character, especially since we have no doubt that some of the circumpolar colonies of these birds will show an intermediate style, we think it as well to recognize the character by a varietal name. The shape is difficult to describe in words: the gonydeal angle is stronger, pointed, and more protuberant, the gonys straighter and more decidedly ascending, the culmen less deflected at the tip, and the commissure consequently straighter than are these several points in true *troile*. It is, in short, some approach to the configuration of the bill in *L. svarbag*, (*brünnichii* of authors.)

"Limited numbers of the Californian guillemot are found occasionally perched on the cliffs with the '*arrie*;' they can only be distinguished at a slight distance by a practiced eye, for they resemble their allies so closely and conform so strictly to their habits, that it will be but repeating the description of the *L. arra*, given here, should I attempt it. The largest gathering of these birds I have ever seen at any one place on the islands was a squad of about fifty, at the high bluffs on Saint George's, last summer; but they are generally scattered by ones, twos, and threes, among thousands and tens of thousands of the *arra*."

635. *Lomvia arra*, (PALL.) COUES.—*Thick-billed Guillemot*. "Arrie."  
*Cephus arra*, PALL. Zoog. R.-A., ii, 347, (1811.)  
*Uria arra*, CASS. Proc. Phila. Acad., 324, (1862.)  
 (Also, *Uria brünnichii*, &c., of authors referring to the North Pacific  
 thick-billed bird.)

It is an interesting fact that these specimens, unquestionably of the "thick-billed" guillemot, do not exhibit the extreme shortness and stoutness of bill shown by those of the North Atlantic, the bill being almost exactly intermediate. With the chord of culmen about  $1\frac{3}{8}$  inches long, the depth of the bill opposite the nostrils is hardly, or not,  $\frac{3}{8}$  of an inch, and thus much less than half as long, instead of about half as long. The gape is about 3 inches. While the bill shows the dilated and denuded basal portion of the maxillary tomium, characteristic of the species, this raised, naked border is not yellowish, but of a peculiar glaucous bluish-gray color. The tip of the bill is less hooked than in true "*brünnichii*," though more so than in *troile*. The modification of the bill appears somewhat singularly analogous to that which takes place in var. *californica* as compared with true *troile*.

This bird is, of course, the true *arra* of Pallas, (a name apparently derived from the Russian vernacular,) whatever be its relationship to the Atlantic bird. We should not be surprised if some of the circumpolar forms were to connect the extremes of *brünnichii* and *troile* by insensible gradations.

"The great egg-bird of the North Pacific, frequenting these islands by millions. This *Uria* and one other, the var. *californica*, are the only birds of the genus found here, but the latter is in comparatively no number whatever, not one being seen where a thousand of the former are visible at once.

"They appear very early in the season, but do not begin to lay until the 18th or 25th of June, and the natives tell me that in open, mild winters these birds are seen in straggling flocks all around the islands. I feel quite well assured that all the individuals do not migrate from this sea and the vicinity of the Aleutian Islands.

"They lay their eggs upon the points and narrow shelves on the faces of the cliff-fronts to the islands, standing over the eggs, side by side, as thickly as they can crowd, making no nests. They quarrel desperately, and so earnestly, that all along under the high bluffs on the north shore of Saint George's hundreds of dead birds are lying, having fallen and dashed them-



selves to death upon the rocks while clinched in combat with rivals in mid-air.

"They lay but a single egg, upon the bare rock. The egg is large and very fancifully colored, a bluish-green ground with dark-brown mottlings and patches, but exceedingly variable in size and coloring. The outline of the egg is pyriform, sometimes more acute. It is the most palatable of all the varieties found on the islands, having no disagreeable flavor, and, when perfectly fresh, being fully as good as a hen's egg.

"Incubation lasts nearly twenty-eight days, and the young come out with a dark thick coat of down, which is speedily supplanted by the plumage and color of the old birds within six weeks of hatching. They are fed by the disgorging parents, apparently without intermission, uttering all the while a harsh rough croak, lugubrious enough.

"The males and females have no sexual distinction as to size, shape, or plumage. On Saint George's Island, while the females begin to set, along toward the end of June and first of July, the males go flying around the island in great files and platoons, always circling against, or quartering on, the wind, at regular hours in the morning and the evening, *making a dark girdle of birds more than a quarter of a mile broad and thirty miles long, whirling round and round the island*, and forcing upon the most casual observer a lasting impression. The flight of the 'arrie' is straight, steady, and rapid, the wings beating quickly and powerfully; it makes no noise nor utters any cry, save a low, hoarse, grunting croak, and then only when quarreling or mating.

"This 'arrie' is a valuable bird to the inhabitants of the Seal Islands, and, indeed, for that matter, is the only one that has much economic worth to man in Bering Sea."

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## APPENDIX.

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## A P P E N D I X .

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### SAINT MATTHEW'S ISLAND, BERING'S SEA.

This island lies about 200 miles north-northwest from Saint Paul's, and is not large, being some 22 miles in length and excessively narrow in proportion. Hall's, a small island, lies west from it, separated by a strait less than 3 miles in width, and a sharp jagged rock stands out some 1,200 feet abruptly from the sea, 5 miles south of Sugarloaf Cone.

Our first landing, early in the morning of August 5, was at the slope of Cub Hill, near Cape Upright, the easternmost point of the island; the air coming in from the northwest was cold and chilly, and snow and ice were on the hill-sides and in the gullies. The hill-sides and summits were of a grayish-russet tinge, with rich green swale-slopes running down into the lowlands, which are more intensely green and warm in tone there.

The island everywhere presents the appearance of a long straggling reach of bluffs and headlands connected with bars and lowland spits, at a small distance resembling half a dozen distinct islands, when seen from the ship.

The pebble-bar formed by the sea between Cape Upright and Waterfall Heads is covered with a deep stratum of glacial drift carried down from the slopes of Polar and Cub Hills, and extending over two miles of this water-front to the westward, where it is met by a similar washing from that quarter. Back and in the center of this neck are several small fresh lakes and lagoons without fish, but emptying into them are a number of clear, lively brooks in which are brook-trout of large size and fine quality. A luxuriant growth of deep moss and grass interspersed exists on the lowest ground, and occasionally strange dome-like piles of peat lifted four or five feet above the marshy swale appear like abandoned huts, with a great variety of pretty flowers, growing thickly everywhere on these places.

As these lowlands rise on to the flanks of the hills the vegetation changes rapidly to a simple coat of cryptogamic gray and light russet, with a slippery slide for the foot wherever ascent

of a steep place is made, water oozing and trickling almost everywhere underneath. The swales frequently rise high, and cross the hill-summits and ridges without any interruption in their wet swampy character from valley to valley.

Here, on the highest summits, where no moss ever grows and nothing but a fine porphyritic shingle slides and rattles under tread, are bear-roads leading from nest to nest, or lairs, which they have scooped out on the hill-sides and where the she-bears undoubtedly bring forth their young, but it is not plain where these bears, which are all around us by hundreds, spend their winters. I am inclined to believe that they do not stay on the island; but as soon as the floes come down from the north, driving off the seal and walrus, they leave the island and take to this ice, keeping by the water's edge, where their prey will be found, and returning as soon as the season opens. Now as we see them they are all eating grass and roots, digging or browsing, or else heavily sleeping on the hill-sides. Their manner of browsing is very similar to the action of a hog engaged in grazing.

The action of ice in rounding down and grinding hills, carrying the soil and *débris* off into depressions and valleys, is most beautifully exhibited here. The hills at the northern foot of Sugarloaf Cone are bare and literally polished by ice-sheets and slides of melting snow; the rocks and soil from the summits and slopes are carried down and dumped, as it were, in numberless little heaps at the base. Nowhere can the work of ice be seen to better advantage than here, especially so with regard to the chiseling power of frost on the faces of the porphyry cliffs. The flora here is more extensive than on the Seal Islands, 200 miles to the southward, but the species of grass are not near so varied; indeed, there is very little grass-land here. Wherever there is soil it seems to be converted by the abundant moisture into a swale or swamp, over which we traveled as on a quaking water-bed; but on the rounded hill-tops and ridge-summits the smooth shingle makes good walking. The high land everywhere here is paved with this fine shingle, that has been created by the disintegrating power of frost, which evidently has an annual iron grip on the island.

The west end of the island differs materially from the east; the fantastic weathering of the rocks at Cathedral Point, Hall's Island, strikes the eye of the most casual observer as the ship enters the straits going south. This eastern wall of the point

looms up from the water like a row of vast cedar-trunks; the scaling off of the basaltic porphyry and growth of yellowish-green and red mossy lichens made the effect most real, while a dense bank of fog lying just overhead seemed to shut out from our vision the foliage and branches that belonged above. The north cape of Hall's Island changes like a chameleon when approached, presenting with every mile's distance a new and characteristic feature.

At our anchorage in the straits (20 fathoms) we caught a good supply of cod and halibut of fair quality. Great flocks of murre (L. *arra*) came off from the cliffs, where they were breeding, and settled in the water around the ship, as we had anchored on a feeding-ground. Many walrus appeared around the "Reliance," amusing us greatly by the stupid alertness displayed when they rose head and shoulders out of the water and discovered us; a short look and a snort, then, stern foremost, they dropped into the sea out of sight, as though a trap-door had been suddenly sprung beneath them.

The grass on Hall's Island, like Saint Matthew's, is confined mostly to the swale, which runs from the valleys up to the very highest ridges; patches of deep, rich green contrasting quite pleasantly with the dull russet and ochre which covers everything else.

Our visit at the west end of this island of Saint Matthew's was most interesting; the rich, elegant coloring of the rocks and fantastic arrangement of the basalt and porphyry at Statue Point caused an old sailor in our boat to cry out, "That reminds me of Constantinople, a regular Turk's house!" and it certainly did resemble Ottoman architecture.

We found the ruins of the huts built by a party of five Russians and seven Aleuts who passed the winter of 1810-'11 on the island, but were stricken down with scurvy, so that all the Russians died save one; the rest recovered and left the following year.

The result of a careful examination of this island shows conclusively that the character of the gravel spits and necks is such as not to be fit for the reception of breeding-seals, as it would be speedily converted by a rookery into a sheet of mud and slime, and there is no other landing afforded save at the base of cliffs rising abruptly from the sea. Seals also, if landing here, would, independent of bear warfare, find a climatic disadvantage, for snow and ice do not leave the landings until late

in June; this was evident, although we had an exceptionally mild winter, for on August 12, patches of ice and snow were on the beaches, and a considerable quantity on the hill-slopes, without any regard to the sun's position.

Vegetation on the island is varied and abundant where it is able to grow, but the greater part of the country is either a fine porphyry shingle or cold wet swale, so that grasses do not thrive as they do on the Seal Islands; the small annuals and perennials, however, are scattered in great variety, and where the sand has been cast up at the barrabkie beach, west end, it has mixed in with the drift-soil, and warmed it so that the wild wheat (*Elymus*) was growing thick, with ears which gave promise of ripening. Mosses and lichens are especially abundant, the "*tripe de roche*" covering the high rounded summits with its dark-brown tinge. The only berries, *Empetrum nigrum* and *Rubus chamaemorus*, were very common. The high summit slopes of Glacial Head, 1,670 feet, were fairly spangled with beautiful flowers, blue, red, white, and yellow. Three varieties of the creeping willow (*Salix*) grow here in great profusion, large masses of the leaves being collected in hollows, upon which bears have made very comfortable beds; several of the higher hills, contrary to the general rule, are well covered with grass and flowering plants, such as the south-slope of Upright Ridge, 1,560 feet, all of Camp Hill, north slope of Pyramid Ridge, &c.

Nowhere on the island can a well-defined crater-summit or crater be found, unless the smoking cleft in the ridge of Pinnacled Rock will answer to that description; but this island is inaccessible, rising sheer and abrupt from the sea to a height of at least 1,200 feet. Its greatest width is not over 500 feet, and it appears to be made of reddish lava. Its sharply-serrated ridge looms up from the southeast like a great brick cathedral in the hazy glow of the morning sun; upon its steep sides myriads of water-fowl breed, principally murre, (*L. arra*.) From the summit of Sugarloaf Cone, 1,520 feet, we can look upon its greatest latitude, and view what appears to be a blackened crater or smoky fissure between the two walls; one or two small rocks convoy it, but the water is bold all around, as well as at Saint Matthew's, which can be approached with great safety from all sides; there is, however, no harbor, but the roadsteads are good.

Polar bears breed here, and live chiefly during the summer

upon roots, grasses, &c., eggs, birds, and an occasional walrus or hair-seal. On Hall's Island a small walrus was discovered where the bears had eaten out the entire animal, leaving the skin intact, tough and thick, untouched from the head down to the posteriors, where it was broken in to get at the flesh; it lay just like a bag, bones and all taken out, even to the head, and polished.

No less than sixteen of these big beasts were seen at once (ten upon the beach together) as the ship's boat approached the water-fall on Hall's Island. Of course, it is impossible to say how many "medvaidie" there are on Saint Matthew's, but it is safe to assert that there cannot be less than a hundred and fifty to two hundred; but they must go off on the ice during winter and early spring.

I do not think a full-grown polar bear, powerful as it is, can successfully capture a mature walrus; the thick skull and hide, immensely tough, of the latter would resist any sudden attack from the former, and, the alarm once given to the walrus, the bear could not prevent the clumsy but strong animal from floundering into the water and safety. The bears, however, can and do swim in between a young walrus and the water and secure it.

We shot some fifteen or twenty bears, all that we could use or care for, relishing the meat very much, it being fully as good and tender as the generality of beef. The bears were easily killed, never showing fight in any instance. They were in most excellent condition, fat and sleek. If caught napping or asleep, they were easily approached, as the hunter could get within a few yards before alarming them; but if they got wind of us, they would turn and shamle off with considerable speed, taking to the hills at once.

When surprised, the bear would arise and face us for a few moments, and sniff and snort, making no other sound; but in its death-agonies after shooting it was silent.

I searched everywhere for its bones, skulls, &c., which should be found, it seemed to me, bleaching on the hill-sides and in the valleys, but, with the exception of one very old, battered head, and a small one, nothing was seen on the island of this character. At this season (August 9) the she-bears and their cubs were by themselves, (they usually have two cubs,) and the young he-bears going about in squads of twos, threes, and fours, the old males sleeping and feeding apart.



They sleep soundly, but fitfully, rolling their heavy arms and legs about; for naps they prefer little grassy depressions on the hill-sides and along the numerous small water-courses; and the paths they made were broad and well-beaten all over the island.

These bears, when full grown, are exceedingly muscular and very strong. One shot by Lieutenant Maynard measured eight feet from tip of nose to tail, and could not have weighed less than a thousand or twelve hundred pounds; it had a girth of 24 inches around the muscles of the fore-arm, when the skin was removed, just back of the carpal joint, corresponding to our wrist; it was fat, and had scars upon its head, which were evidently received in fighting with its kind. No worms were found in the intestines or stomach; the liver was speckled with light grayish-green dots and patches.

NOTE.—Lieutenant Maynard and myself surveyed this island, and made a careful chart of it; Captain Baker gave us soundings, which accompany the map. The only existing chart is a Russian one, and very inaccurate.—H. W. E.

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### SAINT LAWRENCE ISLAND.

This is the largest island in Bering Sea, and lies directly south from Bering's Straits about 180 miles; it is about 80 to 85 miles in length, with an average width of 15 to 20. The sea has built on to it most extensively, in the same manner as on the island of Saint Paul, but it is quite dissimilar in form and climate.

We made our first landing on this island early in the morning of August 18, near Kagallegak, or opposite Poonook Islets, and a baidar with a number of the natives, Mahlemute Eskimo, came off to us as soon as we dropped our anchor.

We found the island, at this landing, to be made up of coarse feldspathic red granite flats and hills, with extensive lagoons and lakes. The skeleton of the island seems to be of these low granitic hill-ranges, and between them stretch long, low, even reaches of sand-beach for miles and miles. At Kagallegak the eye sweeps over extensive, level plains to the northward, upon which the green *Eriophorum angustifolium* principally grows, the ground, or "tundra," being wet and boggy; while, on the sand-beach reaches, the "wild wheat" (*Elymus mollis*) grows abundantly, short and stunted.

These great level, low areas, so peculiar to this island, are made up of fine granitic drift, lined at the sea-margin with sand; the hills and hill-ranges are rich in color, with deep blue-black patches caused by protrusions of trap; but no shrubbery whatever grows on those at the east end and north end of the island, save the creeping salix, dwarfed and stunted—cryptogamic plants chiefly. The main body of the range is composed of reddish, coarse and fine grained feldspathic granite, with abundant trap protrusions, which weather out and fall down upon the flanks of the ridges in dark patches and streaks, contrasting, at a distance of eight or ten miles, very sharply with the main ground of pinkish rock, moss-grown, and colored here and there with the greenish-russet tinge peculiar to such vegetation; this dark marking of the trap, at a little distance, appears like low-growing shrubbery. Snow and ice lay in the gullies and on the hill-sides.

The low plains have the russet yellowish green peculiar to the tundra of the north; the sand is a bright light brown. Small streams flow down from the hills and empty into the sea and lakes, in which we found a few *parr* or young salmon; the lakes and lagoons are fairly stocked with a white-fish—nothing else of this kind.

The entire expanse of the lowlands over which we traveled was like a great sponge filled and overrunning with water, the chief vegetation upon it being the beautiful tufted or plumed grass, (*Eriophorum*), bearing exquisite tassels of white, silken floss; this grass, in conjunction with several cryptogams, a few scattered *Rubus chamæmorus* and *Empetrum*, make up the rich russet-green, flecked with gray-green spots, which mark these great marshy tracts in the Alaskan country. There are many places where this vegetation, during ages past, has decayed and formed bog-holes or pools, into which the pedestrian will mire down to his waist at a single step.

A small *succinea*, or land-snail, was very abundant on these flats, near our landing at Northeast Point, and all along the shore-line we saw an abundance of drift-wood, logs, and pieces, most of it pine or spruce, a few poplar sticks, and a number of unrecognizable twisted knots.

Very little *algæ*, or sea-weed, or any marine life whatever, was evident from the surf-castings; only a few mussels and small conch-shells, (*Fusus*.) The beach is made up, in some places

for long distances, of granite pebbles and bowlders, scattered with some trap.

At Northeast Point the natives have quite a wood-cutting camp, hewing and carving, and the chips are scattered all along the beach-levels for miles; there are places here where the ice, in some unusual season, has carried large logs and pieces of drift-wood back full half a mile from the sea; and there they lie to-day deeply imbedded in the swale, settling and decaying. The ice-jams which have taken place to effect this must have been very severe.

The southwest point of Saint Lawrence is largely made up of trap and porphyry, slate, &c.; the water very bold and deep.

The natives on the island cannot be much over three or four hundred in number, and are living in five settlements, about equidistant, around the coast. They are well formed and hearty, genial and good-natured. They are of Mongolian cast and build, strongly resembling Chinamen, only that nearly all the men shave the occipital portion of the head instead of the frontal, as practiced by the Celestials; the women, however, do not shave their heads, and do their hair up in two braids hanging down behind, tied up with beads, &c.

They met us in an unaffected, free manner, showing no fear or hesitation, and, coming upon deck, commenced a vociferous cry for tobacco, and that alone; yet they were civil and curious; three or four women usually came in each baidar with them, paddling like the men; the boats, about 14 feet long with 4 feet of beam, consisted of a frame, very neatly lashed together, of pine, with whalebone fastenings, over which walrus-hide was stretched; they propelled it with paddles and oars, which were also well made.

They live in summer-houses made of walrus-hides, weighted down by logs and stones so as not to be blown away; and close by are the winter-houses, which are under ground, with a tunnel entrance.

The food of these people is whales' blubber, cut in large chunks, of the strongest, rancid odor; mullets from the fresh-water lakes, and caught in nets of walrus-thongs; murre, small waders, walrus and hair-seal meat, varied by geese and ducks. They had no iron cooking-utensils; all wood, and made by themselves, using hot stones for boiling water. Seal and whale oil they had *cached* both above and under ground; they preserve all fish and bird offal and devour it raw, saving the skins of the

latter, which they make up into "parkies" or sacks for clothing; this is, however, a poor garment when made of bird-skins; it is always giving way at the seams, feathers flying, &c.; the skin is usually turned outside and the feathers worn next to the body. Furs are nearly all worn in this way; and the garments worn were principally made of reindeer-skins, procured from the Asiatics in exchange for wood and ivory and tanned hair-seal.

They were poor, and had nothing for trade but clothing made from the intestines of the walrus, walrus-teeth, and some whalebone; but they had an ample supply of food, such as it was, and their desire that we should taste of it was almost equal to our determination not to do so.

They were exceedingly anxious to trade, and I noticed that the women seemed to have equal rank with the men, doing more than half the talking, and barter solicitation; they seemed to be warmly attached to one another. The females all had their faces curiously tattooed in pale-blue lines on the cheeks and chin, and the arms.

They had a few dogs, very large, with long, shaggy hair, pointed ears, and short, bear-like tails; they were of a mild and inoffensive disposition, and were highly valued by their owners.

They took us to a place where they had six polar-bear skulls placed on the sand, side by side, with a post at the head, which they gave us to understand we could not touch; for I wanted to carry off one of the bear-skulls, which was 17 inches long and measured 10 across the zygomatic arch; it was undoubtedly a grave where some one of their number had perished by the agency indicated by the skulls. Bears, however, rarely visit this island, and foxes are the only land-animals.

The natives were supplied with coarse, smooth-bore muskets, which, I thought, they seldom used. All the birds, such as murrens and geese or ducks, are caught in large nets stretched over the brows of cliffs, or across the lagoons. These nets are very neatly made of walrus-hide.

No animals were seen by us in the water about the island save an occasional hair-seal thrusting its head out from the sea. A few cod-fish were caught, and when the natives came aboard, on the 18th, the cods' heads and intestines lying in the ship's scuppers, where the cook had been cleaning the

fish, were eagerly picked up and carried off by the Eskimo in great glee, as if regarded as a prize.

Bird-life was not so extensive as at Saint Matthew's, the murre ( *Lomvia arra* ) predominating on the sea-front, while in the lagoons were several large flocks of the emperor-goose ( *C. canagica* .) *Tringa crassirostris*, so common on the Seal Islands and on Saint Matthew's, was not seen here. A stone-chat ( *S. ænanthe* ) was observed, as also *Budytes flava*. The small Asiatic tern, in large numbers, hovered over the lagoons. The turnstones here ( *S. interpres* ) have a much blacker, duller tone than the variety on the Seal Islands.

Our observations here would make Saint Lawrence of the same formation as the mainland on either side of the straits, and just as old, but the islands of Saint Matthew's and the Prybilov group, as much more recent, and belonging to a different epoch. Saint Lawrence is ice-bound and snow-covered too large a portion of the year ever to become a fit place for the fur-seal to breed; and it may be safely said that no land of ours in the north is adapted to the wants of that animal except that of Saint Paul and Saint George.

## STATISTICS AS TO THE NATIVES.

*List of natives living on the Aleutian Islands in 1833-'34, taken from Bishop Veniaminov's "Zapiska, etc."*

Island.	Name of settlement.	Number of natives.		Total.	No. of houses.	No. of boats.	Distance from the head settlement, versta.
		Males.	Females.				
Ounalashka.....	Gavanskoi.....	90	106	196	27	15	.....
	φ Nateekenskoi.....	6	9	15	2	2	12
	φ Paystravskoi.....	16	21	37	5	4	30
	φ Vaynaylovskoi.....	7	8	15	3	3	40
	φ Makoozhenskoi.....	15	20	35	6	5	90
	Koshegenskoi.....	18	23	41	8	9	140
	Chernovskoi.....	20	24	44	4	10	170
	φ Kahlehtenskoi.....	6	8	14	2	2	30
	φ Bobrovskoi.....	21	20	41	4	6	12-40
	Total 9 settlements.....	214	256	470	65	58	.....
Oomnak.....	Rychesnoi.....	38	45	83	13	12	300
	φ Tooleeskoi.....	11	15	26	3	6	200
	Total 2 settlements.....	49	60	109	16	18	.....
Ahkoon.....	Artaynovskoi.....	16	16	32	7	9	120
	φ Raychevskoi.....	19	18	37	5	8	160
	φ Sayraidneuskoi.....	7	9	16	2	4	150
	Total 3 settlements.....	37	43	80	14	21	.....
Borka.....	Saydankookskoi.....	17	27	44	6	7	40
Oonaga.....	φ Oonalgenskoi.....	10	13	23	3	4	25
Avatanok.....	Avatanakskoi.....	24	25	49	5	9	150
Akootan.....	φ Akootanskoi.....	6	7	13	2	1	90
Teegalda.....	Teegaldenskoi.....	38	59	91	2	4	375
Onemak.....	φ Sheekhaldenskoi.....	38	53	91	2	4	375
Peninsula Alaska..	Total 6 settlements.....	.....	.....	.....	.....	.....	.....
	φ Morzaivskoi.....	16	29	45	7	6	460
	Belikovskoi.....	49	53	102	10	16	525
	φ Pavlooskoi.....	28	31	59	8	9	585
	Total 3 settlements.....	93	113	206	25	31	.....
Oonga.....	Oongenskoi.....	59	64	116	13	15	650
Frybilov Islands...	Saint Paul and Saint George.....	88	94	182	.....	.....	.....
	Miscellaneous.....	10	18	28	.....	.....	.....
	Total 3 settlements.....	.....	.....	.....	.....	.....	.....
Making a grand total of 26 settlements.....		678	806	1,484	157	182	.....

NOTE.—The mark φ is prefixed to all stations not existing at the present writing, September, 1874.

*List of people living on the Aleutian Islands, 1874, taken from Father Innocent Shiesnekov's record, September 2, 1874.*

Place.	Creoles.		Aleuts.		Total.
	Men.	Women.	Men.	Women.	
Ounalashka.....					*23
Do .....	71	73	130	105	492
Makoeschin .....	11	13	9	16	49
Kosheega .....			31	43	74
Chernovskie .....		3	32	35	70
Oomnak .....	4	3	52	60	119
Borka .....			52	56	110
Akootan .....		1	51	42	94
Avatanok .....			19	22	41
Teegalda .....			21	23	44
Protasavskoi .....	14	12	62	52	140
Bellkovskie .....	17	33	92	106	248
Voznechenskoi .....	4	5	5	8	22
Unga .....	24	33	51	54	162
Kovorinskoi .....	16	9			25
Atka, 1872:					
Neekoliefskoi .....			48	48	96
Nazan .....	22	31	39	39	131
Attou .....	15	10	71	59	1155

\* Church-workers, &c.

† Thirty-five souls independent of this number went to Copper Island in 1872; twenty-three came to Ounalashka also.

"In 1848 there were some 1,400 souls on the Aleutian Islands west of the Peninsula; the small-pox then broke out, and over 500 died that season, leaving some 900, about which number still remain. In those days these people were very poor compared with their present condition; they had but little money, very little tea, bread, and sugar, and very few clothes."—*Father Shiesnekov, Ounalashka, September 2, 1874.\**

The following table shows the population of Russian America in 1834, as given by Bishop Veniaminov: †

\* This priest, who is a very intelligent and unassuming man, gave Lieutenant Maynard and myself a long and exceedingly interesting account of the manner in which the Aleuts were living under Russian rule, in order that we might have a basis for comparison of the present, as we saw it, with that of the past. The testimony of this gentleman I regard as of the greatest value, for he knows more of the subject than any other man living who can be found, as his whole life has been passed in this country, and his character as a prelate and a gentleman is highly respected by all who know him.

† Veniaminov appears to have been the only Russian who, during the whole occupation of Alaska by that people, has given to the world anything like a history of the country or a sketch of its inhabitants, that has ability or the merit of truth. He is at present living, and ranks second to the Emperor in the Russian Empire, being the primate of the national church. He must have been a man of fine personal bearing, judging from the description given of him by Sir George Simpson, who met him at Sitka in 1842: "His appearance, to which I have already alluded, impresses a stranger with something of awe, while, on further intercourse, the gentleness which characterizes his every word and deed insensibly molds reverence into love; and

<i>Koloshians</i> .....	5,000
<i>Copper River</i> .....	300
<i>Choogachie</i> .....	471
<i>Peninsula</i> .....	1,600
<i>Kodiaks</i> .....	1,508
<i>Koskoquim</i> .....	7,000
<i>Yukon River</i> .....	not known
<i>Russians</i> .....	706
<i>Oogahlsie</i> , (Mount Saint Elias, near) .....	150
<i>Kolchans</i> , (interior) .....	not known
<i>Kenai</i> .....	1,628
<i>Aglahmutes</i> .....	402
<i>Ounalashka Aleuts</i> .....	1,497
<i>Atka Aleuts</i> .....	750
<i>Mahlemutes</i> , &c. ....	not known
<i>Creoles</i> .....	1,295
<b>Total actually known</b> .....	<b>22,800</b>
<b>Estimate of the rest</b> .....	<b>17,000</b>

Making a total, for the Territory, of some..... 40,000

The following is a list of the different tribes of Indians living between Prince of Wales Island and Yahkutat, or Bering's Bay, Alaska, in 1837-'38, (from Veniaminov, part III.)

"The numbers of these people (Indians) living in Russian America between Prince of Wales and Bering's Bay in 1835 was 10,000, but now (1838) not much over 6,000. The settlements, and people in them, number as follows:

	Souls.
<i>Yahkutatskie</i> , (Bering's Bay) .....	150
<i>Ahkvaystkie</i> , (Lituya Bay) .....	200
<i>Laydanoprodevskie</i> .....	250
<i>Chelkatskie</i> (Chilcats) .....	200
<i>Ahkootskie</i> .....	100
<i>Seethenskie</i> , (Sitka) .....	750
<i>Kootsnovskie</i> , (Hootsino) .....	300
<i>Kaykovskie</i> , (Cakes) .....	200
<i>Koonjeskie</i> .....	150
<i>Gaynoovskie</i> .....	300

at the same time his talents and attainments are such as to be worthy of his exalted station. With all this, the bishop is sufficiently a man of the world to disdain anything like cant. His conversation, on the contrary, teems with amusement and instruction, and his company is much prized by all who have the honor of his acquaintance."



	Souls
Stohenskie, (Stickeen) .....	1, 500
Tangasskie, (Tongass) .....	150
Kaheganskie, (Prince of Wales Island).....	1, 200
Chasenskies .....	150
Soanahnskie.....	100
Total .....	5, 850

"A count equal to this may be made on the Nasse, Skeena, &c., a country now under the control of the English, including Queen Charlotte's Island at 8,000, makes the number of all the Koloshes (Indians) living in this country at this time (1838) 25,000, and not less than 20,000."

Table showing the entire number of Christians\* in the Territory of Alaska in 1863, (Techmainov, p. 264.)

Name of people.	Males.	Females.	Total.
Russians .....	576	208	784
Creoles .....	853	883	1, 676
Aleuts, (Ounalasaska, Kodiak, and Atka) .....	2, 206	2, 185	4, 392
Kenai .....	430	507	937
Choogach .....	226	230	456
Ooglamutes .....	73	75	148
Copper River .....	17	1	18
Magmutes .....	18	1	19
Aglamutes .....	19	20	39
Aziagmutes .....	105	101	206
Koskoquims .....	755	640	1, 395
Kvichpaks .....	226	153	379
Aglomutes .....	19	20	39
Ingaleeks .....	263	213	476
Kolchans .....	97	93	190
Koloshes .....	221	226	447
Koorilsov .....	63	48	111
Tongass .....	1	1	2
Total .....	6, 314	5, 714	12, 018

\* The term "Christian" here simply indicates the baptism of the Indians, with the marked exception of the Aleuts. For instance, the 1,395 Koskoquims who permitted the priests to baptize them, had then no more idea of the principles or practice of Christianity than they have now; they received some trifling reward at the time, of tobacco, cloth &c., for submitting to the ceremony.

## LETTER FROM MR. DALL.

While in the Territory last season, I had the satisfaction of meeting this gentleman, an employé of the United States Coast Survey, and we had occasion to exchange views in regard to the condition of the people. The opinions of Mr. Dall were, in some instances, so different from mine that I asked him to embody his conclusions in the form of a letter in order that I might publish them, to show the contrast. This he has done, and I take pleasure in making known the views of Mr. Dall, and in appending a criticism based upon my knowledge and judgment. I may say at the outset that, while I concede for the sake of argument that Mr. Dall "has seen more of the country than any other individual," I am not willing to grant the plain inference that he has studied that which he has seen more intelligently or patiently than others, who may have seen less, but still enough to form a correct opinion.\*

OUNALASHKA, ALASKA TERRITORY,  
U. S. COAST SURVEY SCHOONER YUKON,

*August 31, 1874.*

GENTLEMEN: At the instance of Mr. Elliott, I have addressed to you the present letter, intended to embody the conclusions to which I have been led during a long residence in this Territory, bearing on the subject of your inquiry.

For nearly ten years I have been constantly engaged either in the study of the subject or in active investigation in this region. Three winters and more than seven years of this period I have been actually resident in the Territory, and the duties assigned to me have carried me to nearly every point in it which is of any importance. I have consequently seen more of the country than any other individual, and never having been connected in any way with any trading company, it may be

\* In making my comments upon this letter, I do not wish to appear in the light of 'laying down the law' in every case, for it is a question well open to argument as to the effect of any attempt to educate these people. A long interview with General Eaton, Commissioner of Education, upon this subject pleased me very much, for I found that he had a quite different idea from the plan now followed of schools on our Indian reservations; indeed, it was almost identical with the views of the Russian bishop in San Francisco, who has charge of the Greek Catholic church in this Territory. The system of General Eaton will undoubtedly be found in his report for this year.

H. W. E.

reasonably assumed that I have been in the position of an impartial observer, and that my views on the subject are not without a certain weight.

I will endeavor to state as succinctly as practicable the present condition of the Aleutian people and its relation to their past condition, the position which they hold in regard to the traders, and what action seems to me desirable on the part of the Government to protect its honor and their rights from invasion.

Briefly, the past may be summed up in the statement that the Aleuts were found by the early Russian explorers a race possessed of much intelligence, not without spirit, yet far less warlike and aggressive than the Eskimo of Kodiak and elsewhere, (who are usually confounded with the Aleuts,) and an entirely different people in character and disposition from the Indians of the coast or the interior. They were reduced by the most barbarous and inhuman treatment to less than 10 per cent. of their original numbers, and were regarded as the slaves of the traders.

The first reaction against this system took place in 1794, and then and afterward in 1799, 1805, and especially 1818, the Russian government, recognizing its duty, interposed between the Aleuts and the trading companies regulations intended to curb the exactions of the latter and improve the condition of the former.

In 1824, Father Innocentius Veniaminoff, a noble and devoted missionary, now primate of the Greek Church, began his labors among the Aleuts, and to him is due directly most of their improvement, mental and moral, since the time mentioned. In 1861 and 1862 the report of Imperial Commissioner Golovin was prepared and submitted, and the result showing that the regulations of the government had been more or less unsuccessful in checking the rapacity of the traders, their charter was not renewed.(1)

In the Russian plan, the Aleuts were in a condition of serfdom to the company which controlled the colonies. Yet the company had its own obligations to fulfill toward them, and when these were enforced, no Russian, except the commander of a trading-post, could strike a native; the Aleuts were insured a subsistence; the making of quass, a fermented liquor, of which the basis is meal and sugar or molasses, was forbidden under heavy penalties, and intoxicating spirits were only

furnished to the natives when actually engaged in heavy manual labor for the company, and then in very limited quantities. Schools were obliged to be maintained by the company, in which the priests were usually the teachers, and though these were of rather a poor character, yet the children who manifested more than usual ability were able to enter a higher seminary at Sitka, and to obtain in this manner a tolerable education, for which in return they were bound to the company's service at stated wages for a term of years. A number of individuals thus educated<sup>(2)</sup> participated with credit to themselves in the exploration of the Territory, and commanded vessels belonging to the company, or otherwise held positions of responsibility. The entire race became christianized, their religion being of a low type it is true, but unmistakably earnest and devoted.

So much for the past. Under this system of tutelage the Aleuts lost almost entirely the feeling of independence or the capacity for independent action and self-guidance.

In describing their present condition, I must premise that no one who has studied them at all has ever placed them in a light which would class them with our wild and unruly Indian tribes, and that the care and endeavors wasted on some of these should not be taken as factors in forming a judgment of what is desirable or practicable to be done for the Aleuts. The latter are a mild, intelligent, and docile people, always ready to submit to authority, even if groundless or self-constituted.

I have visited personally all the principal settlements in the Pribiloff and Aleutian Islands, and with Unalashka am especially familiar, having wintered here and been brought into tolerably close relations with the people during the last three years.

The settlements can be assigned to four principal groups, excluding that of Attu, which I am informed is about to be abandoned. These are Atka, Unalashka, Belkoffsky, and the Shumagin Islands. There are a number of very small outlying settlements, but all of them are closely contiguous to one or the other of these principal places.

The people of Atka are more enterprising and intelligent in hunting, and have been less demoralized by contact with traders; the converse is true of Belkoffsky and the Shumagins; otherwise the uniformity of character and condition throughout the Aleutian chain is remarkable. The people of the Pribi-

loff group have been under exceptional conditions for several years. They have had schools, (after a fashion,) steady and remunerative employment, a resident physician, and are able to purchase provisions and other necessities at a reasonable price; hence they cannot be compared with the others who have had none of these advantages. That the former show the good effects of their situation, it is hardly necessary to state.

The relations between these people and the traders, or, more strictly, with the one trading company which has at present an overwhelming predominance throughout the Aleutian region, are peculiar, and require a word of explanation.

The Aleuts, except on the Pribiloff Islands, gain a livelihood by hunting the sea-otter and by fishing. None of the islands afford any subsistence except that drawn from the sea.

To hunt or fish, in fact to live, the Aleut is totally dependent on his skin-canoe. To make this canoe he must have hair-seal or sea-lion skins. From various causes the sea-lions are not now to be found, as formerly, within reach of the large settlements, except on the Pribiloff Islands. This made no difference under the Russian rule, as the sea-lion skins were taken under the company's direction at the Pribiloff Islands, and were then distributed to the various points where they were needed, and were given to the Aleuts gratis. Now, on the contrary, they are obliged to buy them, and to buy them of the company, who hold the lease of the Pribiloff Islands, except in very rare cases. As the company's agents, in the natural course of business, will sell these materials only to those natives who are known to bring all their furs to the company's store for sale, it follows that the lease of the fur-seal islands carries with it a practical monopoly of all the fur-trade of the Aleutian nation, that is to say, the sea-otter as well as the seal trade.(3)

Though questions may arise in the minds of those less familiar with the subject than myself as to the necessity of this monopoly, it is sufficient to say that it is a fact, and, joined with the very great profits of the seal-trade, gives such a weight to a company possessing these advantages as to enable them to kill out all opposition traders, or to reduce their business and influence to a nullity. In point of fact, then, except in Belkoffsky and the Shumagins, where sea-lion are yet obtainable by the natives without the intervention of the company, the latter is in the possession of absolute and unchecked power over the whole Aleut nation.

Before proceeding to discuss how this power has been exercised, it is necessary to call attention to certain characteristics of the natives which your own observation will doubtless confirm. Like all races of a low degree of civilization, the attraction which intoxicating liquors, fermented or distilled, exercises over them is not equaled by any other influence to which they are subjected. The manufacture of quass, which they derived from the Russians, although prohibited by the regulations of the Russian company, has become a universal practice, and, joined to the absence of any elevating influences, such as schools, or the supervision of agents deriving their authority from the Government, is rapidly and surely degrading the character and increasing the mortality of the Aleuts. Wherever opposition traders meet, they both connive at this infamy, and in such places the deterioration of the people is more marked and rapid. There are no grounds for stating, nor is it my opinion, that the present company has abused its position more than any other would do in the same case; this, however, is not the question at issue, but whether it is consistent with the honor of the Government and with its duty toward a people who occupy the position of wards of the United States to leave them in a condition where the grossest tyranny is possible, and where gradual degradation and relapse into barbarism is certain. Let us examine for a moment the condition of the Territory. There is absolutely no law, no means of protection, no redress for injury for any citizen of the United States even, to say nothing of natives.(4) A number of murders among the whites have occurred during the past few years. Only one man was ever apprehended, and I am informed that he was discharged by the courts of Washington Territory for want of jurisdiction. That acts of injustice and oppression have occurred between the traders and the company I have abundant evidence, though such things are not likely to occur in the presence of a United States officer. Suppose some act of gross injustice should occur, in what way would the unfortunate Aleut make his troubles known, if his long experience under the Russians, and disappointed hopes under the various visits of United States officials, had not taught him that the best way was to bear it in silence?

If he desired to communicate with civilization, the only mails are by the company's vessels, and I have positive evidence that they do not always respect even the sanctity of offi-

cial communications intrusted to their agent for transmission.(5)

Does he desire to communicate with the cutter during her annual visit, (if he is fortunate enough to live in Ounalashka when she does come,) he knows that a year must elapse before any result can be attained, and meanwhile he will be subjected to ill-treatment from the agent of whom he has complained, intensified by the knowledge that complaint has been made.(6)

In old times each village had a *tyone* or chief elected by suffrage, whose duty it was to be present at all trade, and arbitrate between the traders and the natives, and prevent any cheating of the latter by the former. Now, the *tyone* is the creature of the company, paid by them; if there are opposition traders there are two *tyones*, and it is evident how impartial must be their arbitration, and what is the character of the protection they afford.

The Russians left these people with their self-reliance enfeebled, but their intelligence and morals elevated to some extent above their original condition. We have done nothing to sustain them in this position, nor to cultivate their self-reliance.

I think I may say that inquiries on your part in relation to specific acts of oppression would be quite fruitless. Those natives who may have suffered have long since learned by experience that complaints result in nothing unless in an aggravation of the original difficulty, and the *tyone* paid by the company can always bring forward evidence such as his employers may desire. I must again repeat, that it is not a question of punishing actual offenses, but of providing against the perpetration of them; and to await outrages so gross as to force their way to our ears, before extending protection, is to wait till the stable is empty before locking the door.

I do not blame the traders for doing little or nothing to elevate or improve the natives.(7) It is not their business; and, even if they were willing to work against their own pecuniary interest in this way, it still should not be left to them.

The description of men who gain their livelihood as fur-traders are, with rare exceptions, unfit to be trusted with absolute power over unresisting natives, notwithstanding the possible high character of the distant heads of the company who employ them.

What then should be done to regulate the action of the two parties?

It is with some hesitation that I offer my opinion on so grave a question. One thing I feel certain of: the manufacture of quass should be put down, and no intoxicating liquor should be allowed to enter the country on any pretext whatever.

I think it the duty of the Government to provide schools for the younger people, who are growing up in ignorance, while many of their parents can read and write in the Russian language. These schools should teach the rudiments of English education, and should be free from any religious bias, as otherwise they would fail. Attendance should be made compulsory.

But it may be said that this would require many officials and great expense to get at the separated communities. I think I can show that this need not necessarily be the case. Suppose that the laws governing the Indian reservations were extended over the Aleutian region. A beginning could be made at the four principal places I have named, or at one or more of them; and extended, or the plan modified, as experience would show desirable. The few outlying smaller settlements could be reached from these, if not at once, at least eventually. Let the settlement be declared a reservation, and the resident official invested with the powers of an Indian agent, and supplemented by a schoolmaster. Then the first would be in a position to arbitrate between the natives and traders in disputed cases, and to enforce justice on both sides.(8)

I have not arrived at that point where I should believe that the Government habitually employs dishonest agents, though long experience in Alaska might shake any man's optimism.

At all events, it seems to me to be the duty of the Government to act in the matter, if only to save its own honor. I think there is a duty involved aside from economical considerations. The citizens, if not the wards of the United States, are entitled to the protection of the law, and it should be extended to them. Whether the method which I have suggested is the best or not is a question to be decided by others, but I cannot see how there can be two opinions about the duty of extending the protection of the laws and an opportunity for education to these and other civilized inhabitants of this Territory.

That these are now wanting no honest or sane man can deny.

It would be very desirable, also, that the headquarters of authority in the Territory be transferred to Ounalashka. It is



the most important and central point; but even Kodiak would be better than Sitka, which has now no importance and hardly any business.(9)

Apologizing for having trespassed on your attention with so lengthy a communication, I will now close this letter with one remark, which has no special connection with the foregoing, but which I believe of some importance. This is, that it would be very desirable that the officers of the United States employed on the Pribiloff Islands should be prohibited from receiving pay from, or rendering services for pay to, the company whom practically they are placed there to watch. That this has occurred in several instances I am aware, and probably in some cases without any improper intent on either side; but it is evident at once that it opens a wide door for scandal, if not for fraud.(10)

I remain, with great respect, yours, very truly,

WM. H. DALL,

*Acting Assistant United States Coast-Survey,*

*In charge Hydrographic Reconnaissance of Alaska.*

Messrs. H. W. ELLIOTT and

WASHBURN MAYNARD, U. S. N.,

*United States Commissioners.*

#### COMMENTS UPON THE FOREGOING LETTER.

(1) The fact the Russian American Company, at the close of its third term of twenty years, in 1862, was over two millions of silver rubles in debt may have had a great deal to do with the failure in getting a renewal of its charter. A losing business is not often persisted in a great while by either corporations or individuals. The extravagance and shiftlessness in the management of affairs in Alaska by the officers of the Russian American Company, during the last twenty or thirty years of its existence, may alone have tended to the result.

(2) Here Mr. Dall, not directly perhaps, but plainly, gives us to understand that a number of natives, Aleuts, were educated in Russian schools, and "participated with great credit to themselves in the exploration of the Territory, and commanded vessels belonging to the company, or otherwise held positions of responsibility." This is a mistake; for these people, serving with such credit, educated by the company in question, *were not Aleuts, but creoles, or half-breeds, and octoroons*. There is no record of any service rendered the Russian company by the *Aleuts*, other

than that of good, honest manual labor, with the exception of a certain Aleut named Oostigov, who at Sitka "was considered a fair navigator." These people made good ordinary carpenters, blacksmiths, coopers, locksmiths, and sailors—good enough for the Russian service—but such a grade of labor will not satisfy our traders or captains; and there is, therefore, no demand for such upon these people, and there never will be, as long as the country is under American control. We have in San Francisco to-day too many idle workmen of all grades better than the Aleuts could be made, and when such labor is wanted in Alaska, these men will be employed there. Removing the Russian Company from the country leaves no future employment whatever for the Aleuts, in the capacity above mentioned, no matter what may be their educational advantages.

(3) That Mr. Dall can advance such an argument in regard to the monopoly of the fur-trade of the Aleutian Islands by the control of the sea-lion skins of the Prybilov Islands is very strange, for the fact is, that any trader to-day who may deem the fur-trade of that section worth the outlay necessary to fit up a small schooner or sloop, and send it out every other season equipped for sea lion hunting among the Aleutian Islands, on the north side of the Peninsula and those islands south of it, can secure skins enough for the entire use of the whole Aleutian population! An annual outlay of only \$2,500 is all that is necessary for an opposition trader at Ounalashka to place himself on the same footing, in this respect, with his present rival there. Whether the fur-trade of that district is worth enough to warrant this small expenditure or not is a matter for the traders themselves to settle, not us, but the fact speaks for itself. Even if there were no sea-lions except on the Prybilov Islands, (which is not true,) the traders who take any interest in this section are perfectly independent of the Alaska Commercial Company, for there are thousands upon thousands of walrus not four hundred miles from Ounalashka, the skins of which can be made, with a little more labor, quite as valuable for covering the bidarkies or canoes of the sea-otter hunters; if anything, they are more durable, and these walrus can be obtained as easily as so many hogs or sheep.

(4) In this paragraph I concur; it is true.

(5) This is a case in which I think, or rather know, that Mr. Dall casts an unworthy reflection upon the Alaska Commercial Company without just ground. The facts are as follows: In

the spring of 1872 the Alaska Commercial Company sent a man from San Francisco, on trial, to serve as assistant agent at Ounalashka; he was found wanting, and in less than six months from the time of his engagement he was dismissed from its service as unfit and incompetent. Mr. Dall had given a letter to the person in question, while that person was acting for the company as assistant trader at Ounalashka, for transmission to the postmaster at San Francisco. This letter contained a small sum of money, (a twenty-dollar greenback, I believe,) and never reached its destination. I am, of course, not prepared to say whether the man robbed the letter or not; but I should acquit the company of collusion in so contemptible a matter, even if this man did do so. Then, again, Mr. Dall writes this letter with the ship of an opposition trader laying over ten days at anchor in the same harbor with us—no other vessels than those of the company to carry the mails!

(6) This is one of the reasons why I ask for a steam revenue-vessel in this Territory: *it is impossible for a sailing-cutter to go about from place to place, as she ought to do.*

(7) In this case I think I have shown, in a foregoing chapter, that, contrary to Mr. Dall's statement, *it is to the direct interest of traders to do all in their power to improve and elevate the natives*, and that the natives are to-day living, at Ounalashka and elsewhere in the Aleutian district, in better condition than they have ever lived before.

The traders, however, differ in their appreciation of this truth; but two very successful traders in the Territory, Capt. E. Hennig and M. Mercier, have given me good reason for making this statement—so emphatic: a trader who does the best by the natives will be the better served by them. Father Shiesnekov makes a deliberate statement which I print in this appendix (page 226) that conflicts with Mr. Dall's decidedly, and as this priest has spent over twenty-five mature years of active intelligent labor among these people, his judgment is worth something, inasmuch as *he* "has seen more of the country than any other individual," and no one can controvert the fact.

(8) This policy of Mr. Dall's, of declaring four or five Indian reservations in the Aleutian district, with an Indian agent and schoolmaster in each, would, in my best judgment, amount to nothing but discord and mischief. What security can the Government have for the disinterestedness and honesty of its Indian agents? Are such agents to tell the traders in the country

how much they shall pay the natives, or to advise the natives how to meet the traders? Interference thus by the Government with the relationship of the traders to the natives will surely be bad; *i. e.*, if the natives are fleeced now, they will, with an Indian agent arbitrating, be doubly fleeced. The poor Aleuts are the gainers by having only one power, the traders, to deal with, as at present, or they could not live as they do. There is no middle ground here. If Alaska is an Indian reservation, then there can be no white people there; if not, then Government cannot interfere with legitimate trade.

With regard to the schoolmasters, were the Government able to select and send the most zealous and excellent of their class, they would find in this Territory a barren field. Let the Greek Catholic Church continue its work; it is the only power that can accomplish any good in the mental future of the Aleut.

(9) I think myself that Ounalashka is the best place, but Kodiak is more central.

(10) I happened to be talking about this matter, in the spring of 1872, with one of the persons, perhaps, of whom Mr. Dall complains. It is, however, a very clear case, and the only one that has occurred since the granting of the lease, and in no way improper; but "as it opens a wide door for scandal, if not for fraud," I was assured by the company that the thing should never again occur. The facts are these: During the sojourn of one of the Government agents, stationed on the islands, this gentleman took a deep interest in the language of the Aleuts, being himself a linguist of fine accomplishment; the agent of the company conceived the idea of getting him to teach the school, on account of his knowledge of the Russian, which the schoolmaster employed did not possess, in the hope that the school would be more attractive to the native children. During the winter, therefore, the Government officer voluntarily taught school, although the attendance was small, for reasons which I have given in the body of my report. The only other instance where anything of this kind had occurred was in the case of this same gentleman, who had with great labor and pains compiled an English and Aleutian vocabulary, which was deemed by the Alaska Commercial Company to be of value for the use of their traders, and they purchased it for some \$100, I believe, soon after the connection of this gentleman with the Seal Islands was dissolved. But long before the date of Mr. Dall's letter the company's agent informed me of this action on their

part, and, at the same time, announced their determination to do so no more, in consequence of its liability to misrepresentation. This Government agent left the Seal Islands in 1872, at his own request, on account of the isolation and distance from his family, and has been in Washington, employed in the Treasury Department, ever since. Most likely, in this matter Mr. Dall refers to transactions that took place on the islands before the granting of the lease, and of which I have no knowledge other than that of hearsay; but as to what has transpired on these islands since the inauguration of the present state of affairs, I am fully cognizant; that which took place previous to this is now of no importance. It was a disorderly medley of civil and military authority, and, as near as I can learn, reflects no special credit upon any of the officers concerned on the part of the Government.

## THE PRIBYLOV ISLANDS.\*

"Under the name of the *Prybilov Islands* are known two small islands lying in Bering Sea, between 56° and 57° north latitude and 168° and 170° west longitude.

"These islands were not known before the year 1786; mate *G. Prybilov*, then in the service of a swan-hunting company, first, in the Russian name, found them, but at the same time he was not the first discoverer, because, as before said, (Part I, chap. 1,) on one of them (southwest side of Saint Paul) signs, such as a pipe, brass knife handle, and traces of fire were found, indicating that people had been there before, but not long, as places were observed where the grass had been burned and scorched. But if we can believe the Aleuts in what they relate, the islands were known to them long before they were visited by the Russians. They knew and called them '*Ateek*' after having heard about them.

"Eegad-dah-geek, a son of an Oonimak chief by the name of Ah-kak-nee-kak, was taken out to sea in a bidarkie by a storm, the wind blowing strong from the south. He could not get back to the beach, nor could he make any other landing, and was obliged to run before the wind three or four days, when he brought up on Saint Paul's Island, north from the land which he had been compelled to leave. Here he remained until autumn, and became acquainted with the hunting of different animals. Elegant weather one day setting in, he saw the peaks of Oonimak. He then resolved to put to sea, and return to receive the thanks of his people there; and, after three or four days of traveling, he arrived at Oonimak, with many otter tails and snouts.†

"The islands were both at first without vegetation, with exception of Saint Paul's, where there was a small *tal-neek* creeping along on the ground; and on Saint George, if we believe

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\* Translated by the writer from Bishop Innocent Veniaminov's work "*Zapieska ob Octrovah Oonashkenskaho Otdayla*. St. Petersburg, 1840. (The only Russian treatise upon the subject found. The selections most pertinent to the subject are introduced alone in this translation.) H. W. E.

† Here Veniaminov says that he does feel inclined to believe this story, as the peaks of Oonimak can be seen occasionally from Saint Paul's! I have no hesitation in saying that they were never observed by any mortal eye from the Prybilov Group. The wide expanse of water between these points, and the thick, foggy air of Bering Sea, especially so at the season mentioned in this story above, will always make the mountains of Oonimak invisible to the eye from Saint Paul's Island. A *mirage* is almost an impossibility; it may have been much more probable if the date was a winter one. —H. W. E.

the accounts of the first ones there to see, nothing grew, even grass, except on the places where the carcasses of dead animals rotted. In the course of time both islands were covered with grass, a great part of it being of the sedge kind. On them are two varieties of berries, &c., &c.

"The Aleuts serving the company here sustained the following relations between themselves and it, to wit: Each of them worked without solicitation and at whatever was found, and to which they were directed, or that which they understood. Payment for their toil was not established by the day or by the year, but in general for each thing taken by them or standing or put to their credit by the company; for instance, especially, the skins of animals, the teeth of walrus, barrels of oil, &c. These sums, whatever they might be, were placed by the company to their credit, for all general hunting and working was established or fixed for the whole year fairly. The Aleuts in general received no specific wages, though they were not all alike or equal, there being usually three or four classes.

"In these classes, to the last or least, the sick and old workmen were counted in, although they were only burdens, and therefore they received the smaller shares, about 150 rubles, and the other and better classes received from 220 to 250 rubles a year. Those who were zealous were rewarded by the company with 50 to 100 rubles. The wives of the Aleuts, who worked only at the seal-hunting, received from 25 to 35 rubles.\*

"*Animals on the Prybilov Islands.*—Foxes and mice. Sometimes the ice brings bears and red foxes. The bears were never allowed to live since they could not be made useful; and also the red foxes, as they would only spoil the breed already existing, with regard to color of the fur.

"Fur-seals, sea-lions, hair-seals, and a few walrus are the only animals that may be said to belong to the Prybilov Islands.

"*Birds.*—The *guillemots*, (or *arries*;) gulls; puffins; crested, horned, and white-breasted auks; snow-finches; geese, (two kinds;) a few kinds of *Tringa*; sea-ducks, black and gray. Most of these birds come here to lay, and with them *jagers*, hawks, owls, and '*chikees*,' (big *Laurus glaucus*,) and the albatross is frequently to be seen around the beaches."

"*Sea-otters* became scarce generally in 1811, and in the next thirty years extinct.

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\* Compare this annual payment made by the Russians with the cash settlement made every year by the Alaska Commercial Company, the present lessee of these islands, as presented in the chapter on the condition of affairs on the seal islands.—H. W. E.

"*The fur-seals* ('sea-cats') astonish us by their great numbers, as they gradually come up on to their breeding-places, notwithstanding harsh and foolish treatment of them, continued almost half a century (until 1824) without mercy.

"In the first years, on Saint Paul's Island, from 50,000 to 60,000 were taken annually, and on Saint George from 40,000 to 50,000 every year. Such horrible killing was neither necessary nor demanded. The skins were frequently taken without any list or count. In 1803, 800,000 seal-skins had accumulated, and it was impossible to make advantageous sale of so many skins; for in this great number so many were spoiled that it became necessary to cut or throw into the sea 700,000 pelts! If G. Rezanov (our minister to Japan) had not given this his attention, and put himself between the animals and this foolish management of them, it appears plainly to me that these creatures would have long ago changed for the worse.

"Of the number of skins taken up to 1817, I have no knowledge to rely upon, but from that time, and up to the present writing, I have true and reliable accounts, which I put in the appendix to this volume. From these lists it will be seen that still in 1820, on both islands, there were killed more than 50,000 seals, viz, on Saint Paul's, 39,700; and on Saint George, 10,250. There were eye-witnesses to the reason for this diminution of the seals, and it is only wonderful besides that they are still existing, as they have been treated almost without mercy so many years. The cows produce only one pup each every year. They have known deadly enemies, and also are still exposed to many foes unknown. From this killing of the seals they steadily grew less, except on one occasion, which was on Saint George's Island, where an opportunity was given suddenly to kill a large number; but the circumstances do not seem to be important. On one occasion a drive was made of 15,000 male and female seals, but the night was dark, and it was not practicable to separate the cows from the males; and they were, therefore, allowed to stand over until daylight should come. The men put in charge of the herding of the drove were careless, and the seals took advantage of this negligence, and made an attempt to escape by throwing themselves from the bluffs over the beach near by into the sea; but, as this bluff was steep, high, rough, and slippery, they fell over and were all injured. Now, for the first time, great numbers of seals were missed, and why, it was not significant or apparent; but on the following year, instead of the appearance and catch of 40,000 or



50,000, less than 30,000 were killed and taken, and then, too, the numbers of seals were known to diminish, and in the same way, only greater, on the other island. For instance, in the first years, on the island of Saint George, the seals were only five or six times less than on Saint Paul, but in 1817 they were only less than one-fourth; but in 1826 they were almost one-sixth again.

"The diminution of seals there (Saint Paul's) and on the other island, from 1817 to 1835, was very gradual and visible every year, but not always equal.

"The killing of seals in 1834, instead of being 80,000 or 60,000, was only 15,751 from both islands, (Saint Paul, 12,700; Saint George's, 3,051)."

In the first thirty years, according to Veniaminov's best understanding, there were taken "*more than two and a half millions of seal-skins*;" then, in the next twenty-one years, up to 1838, they took 578,924. During this last taking, from 1817 to 1838, the skins were worth on an average "*no more than 30 rubles each*," (\$6 apiece.)

"A great many sea-otters (*Enhydra marina*) were found on Saint Paul's Island at first, and as many as 50,000 were taken from the island, but years have passed since one has been seen in the vicinity, even, of the islands."

Table I, Part II, Bishop Veniaminov's *Zapieska*, &c., showing the seal-catch during the period of gradual diminution of life on the islands from 1817 down to 1836, the year of scarcity, and from which date they have as gradually increased up to the present number, their maximum limit in a state of nature, at which the seal-life has stood during the past twenty years; the killing has also been gradually increased up to the present figure, 100,000 annually.

Taken from—	1817.	1818.	1819.	1820.	1821.	1822.	1823.
Saint Paul's Island.....	47,860	45,932	40,300	39,700	35,750	28,150	24,100
Saint George's Island.....	12,328	13,924	11,924	10,520	9,245	8,319	5,773
Total .....	60,188	59,856	52,225	50,220	44,995	36,469	29,873
Taken from—	1824.	1825.	1826.	1827.	1828.	1829.	1830.
Saint Paul's Island.....	19,850	24,600	23,250	17,750	18,450	17,150	15,200
Saint George's Island.....	5,550	5,500	(*)	*1,950	4,778	3,661	2,534
Total.....	25,400	30,100	23,250	19,700	23,228	20,811	17,734
Taken from—	1831.	1832.	1833.	1834.	1835.	1836.	1837.
Saint Paul's Island.....	12,950	13,150	13,200	12,700	4,052	4,040	4,220
Saint George's Island.....	3,084	3,296	3,212	3,051	2,523	2,550	2,583
Total.....	16,034	16,446	16,412	15,751	6,570	6,590	6,803

\* Left to breed.

Grand total for Saint Paul's Island ..... 464,259  
Grand total for Saint George's Island ..... 114,665

Total catch during nineteen years of diminution ..... 578,924

*Meteorological abstract for the months from September, 1872, to April 1873, inclusive, made by Chas. F. Fish, United States Signal-Service, at the office of the Chief Signal-Officer, United States Army, division of reports and telegrams for the island of Saint Paul, Bering's Sea, for the benefit of commerce and agriculture.*

Month of record.	September.	October.	November.	December.
Mean of barometer, corrected .....	29.773	29.512	29.458	29.488
Maximum of barometer, corrected .....	30.46	30.04	30.23	30.04
Minimum of barometer, corrected .....	28.87	28.51	28.69	28.05
Monthly range of barometer, corrected .....	1.59	1.53	1.61	1.99
Greatest daily range of barometer, corrected .....	.97	.97	.87	.80
Least daily range of barometer, corrected .....	.03	.04	.06	.03
Mean daily range of barometer, corrected .....	.259	.253	.330	.249
Mean of exposed thermometer .....	44° 2	36° 0	34° 3	26° 6
Maximum of exposed thermometer .....	58°	45° 0	41°	37°
Minimum of exposed thermometer .....	33°	29°	23°	4°
Monthly range of exposed thermometer .....	19°	23°	18°	33°
Greatest daily range of exposed thermometer .....	11°	11°	12°	11°
Least daily range of exposed thermometer .....	1°	1°	1°	1°
Mean of maxima of exposed thermometer .....	46° 8	38° 7	36° 2	29° 1
Mean of minima of exposed thermometer .....	41° 8	33° 3	31° 5	24°
Mean daily range of exposed thermometer .....	5° 0	5° 4	4° 7	5° 1
Mean relative humidity .....	85.6	83.9	86.6	87.8
Maximum relative humidity .....	100	100	100	100
Minimum relative humidity .....	56	65	60	70
Prevailing wind .....	N.	N.	S.	N.
Number of miles traveled by wind .....	9,138	11,872	14,539	16,644
Mean daily velocity of wind .....	304.6	383	484.6	530.5
Mean hourly velocity of wind .....	12.7	16	20.2	22.1
Maximum hourly velocity of wind .....	33	42	74	53
Proportion of cloudiness .....	92	84	78.9	84
Amount of rain-fall, in inches .....	2.69	3.06	2.38	2.99
Greatest daily amount of rain-fall .....	.65	.56	.31	.42
Amount of melted hail and snow, (included in rain-fall) .....	.20	.91	.82	2.38
Number of days on which precipitation occurred .....	30	29	27	27
Number of days on which hail or snow fell .....	4	15	17	24

Month of record.	January.	February.	March.	April.
Mean of barometer, corrected .....	29.953	29.507	29.768	29.769
Maximum of barometer, corrected .....	30.50	30.51	30.31	30.35
Minimum of barometer, corrected .....	29.32	28.96	29.05	29.00
Monthly range of barometer, corrected .....	1.18	2.25	1.28	1.35
Greatest daily range of barometer, corrected .....	.58	.95	.66	.73
Least daily range of barometer, corrected .....	.03	.08	.05	.03
Mean daily range of barometer, corrected .....	.194	.421	.219	.242
Mean of exposed thermometer .....	15° 7	18° 6	19° 6	23° 9
Maximum of exposed thermometer .....	34°	34°	35°	35°
Minimum of exposed thermometer .....	11°	12°	7°	3°
Monthly range of exposed thermometer .....	45°	46°	42°	32°
Greatest daily range of exposed thermometer .....	22°	28°	20°	24°
Least daily range of exposed thermometer .....	0°	3°	3°	3°
Mean of maxima of exposed thermometer .....	18° 9	22° 6	17° 1	27° 9
Mean of minima of exposed thermometer .....	11° 9	15° 1	7° 4	19° 4
Mean daily range of exposed thermometer .....	7° 0	7° 5	9° 7	8° 5
Mean relative humidity .....	85.7	86.2	81.8	84.29

*Meteorological abstract, &c.—Continued*

Month of record.	January.	February.	March.	April.
Maximum relative humidity .....	100	100	100	100
Minimum relative humidity .....	53	49	46	63
Prevailing wind .....	E. N. E.	N.	N.	N.
Number of miles traveled by wind .....	17,903	16,646	14,512	18,607
Mean daily velocity of wind .....	577.5	594.3	468.1	630.2
Mean hourly velocity of wind .....	24.1	24.8	19.5	25.84
Maximum hourly velocity of wind .....	43	82	88	53
Proportion of cloudiness .....	62.8	74.9	68	73.6
Amount of rain-fall, in inches .....	0.96	5.78	1.21	1.77
Greatest daily amount of rain-fall .....	.39	1.07	.38	.58
Amount of melted hail and snow, (included in rain-fall) .....	.83	4.87	1.21	1.77
Number of days on which precipitation occurred .....	21	27	27	26
Number of days on which hail or snow fell .....	20	25	27	26

NOTE.—It will be noticed that I have not spelled the name *Behring* in accordance with the usual custom observed by English writers, who have thus given the phonetic value of the Slavonic characters used by the Russians in writing the name of this celebrated navigator; but by reference to the following statement made by Professor Gill, of the Congressional Library, it will be seen that the name in question may properly be spelled "*Bering*." Professor Gill says: "The name of the navigator which has been conferred on the strait separating America and Asia, is unquestionably spelled *BERING* and not *BEHRING*. I submit, in explanation, my reasons: 1st. The navigator himself was born in Jutland, and a scion of a Danish family, whose members bore the name of *Bering*, and two representatives of which had the same Christian name, viz, (1) Vitus *Bering*, born 1617, died 1675, some time professor of poetry at Copenhagen, and (2) Vitus *Bering*, born 1682, died 1753, a priest of Ollerup and Kirkeby. The form *Behring*, so far as I can ascertain, is unknown in Denmark, (see Nyerup's *Dansk-Norsk Litteratur-lexicon*, v. 1, pp. 56, 57, 1818.) 2d. The form *Bering* is almost (but not quite) universally adopted in all non-English works; for example, *Biographie Universelle*, (Michaud,) v. 4, p. 261, 1811, also, nouv. ed., v. 4, p. 28, 1854; *Nouvelle Biographie Générale*, (Hoefer,) v. 5, p. 527, 1855; *Allgemeine Encyclopädie der Wissenschaften und Künste*, (Ersch und Gruber,) v. 9, p. 136, 1822; *Neues Konversations-Lexicon*, (Meyers,) v. 3, p. 238, 1862; *Deutsch-Amerikanisches Conversations-Lexicon*, (Schem,) v. 2, p. 296, 1869, and numerous others. The exceptional cases, *e. g.* *Pieter's Universal Lexicon*, *Grande Dictionnaire Universelle du xix. siècle*, &c. In English dictionaries, the true form *Bering* is adopted in the *Brief Biographical Dictionary*, by Holes, 1865, and the *Dictionary of Biographical Reference*, by Phillips, 1871, and is gradually superseding the more familiar English form. An explanation of the reason of the origin of the name *Behring* is found in the fact that it was originally derived from the Russian, without a knowledge of its primitive source, and was the nearest English phonetic expression of the Russian characters. Inasmuch, however, (1) as the original form of a name, without regard to its pronunciation, is universally adopted in our biographies and bibliographies, and (2) as the original form of the navigator's name was *Bering*, such is the correct one, and that which must ultimately supersede the other. It need only be added that *Bering* himself, and the Russians universally, (1) adopt that form when writing in English characters, and that the Russian letter ('e') in his name, represented by 'eh,' is especially ordained by the Russians to be rendered by the Latin character 'e,' in accordance with the pronunciation of the Latin and continental races generally."

## SKETCHES OF THE ALEUTIAN ISLANDS.

[Taken from Veniaminov, Zapieska, part 1, p. 134.]

## ISLANDS OF THE FOUR MOUNTAINS—"CHEETIERY SOPOCHNIE."

KAYGAMILYAK is the longest; has a number of smoking hills, sometimes burning. On the southeast side of the island are the remains of what once must have been large settlements. On these islands are arries (*Lomvia arra*) and a tundra goose, which latter comes here to shed feathers and rear its young, and on the rocks around the coast are sea-lions and hair-seals.\*

TAHNAK is the largest of the group. On this island are red foxes, with very coarse fur, and a few sea-fowl. In 1764, 100 Aleuts lived hereabouts. At this time (1834) the men have nearly all been destroyed by the hand of Stepan Glottov, and the women nearly all perished of hunger. What remains of the Aleuts is on the island of Oomnak. This is the highest one of the group under discussion. Hot springs are to be found on the east side, and on the southeast side are the ruins of old dwellings. Sea-otters are found about this place. A small island lies to the west; it is round and full of bold hills, steep. On the southeast side, in 1834, was a small settlement, which the Aleuts say was occupied by a most savage and warlike people. They were destroyed by Glottov. A few sea-lions are found here. Near this is another small island, round and full of high hills. There are remains of two settlements on it; signs of sea-otter; no one there, now; (1834;) sea-fowls, sea-lions, and hair-seal.

UNASKA is quite large; high hills, cliffs, &c. On the east side is a volcano, which began in 1825 to burn; no hot springs there; no people there, though the relics of two old settlements are seen. Birds breed on the cliffs; on the beach sea-lions, and, at times, sea-otters.

AMOOTOYON is another small island, round, bluff, and moun-

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\* Last September, (1874,) Captain Hennig, while cruising with a party of sea-otter hunters, discovered a warm cave on the northeast side of this island, in which he found eleven mummies well embalmed. A full and interesting history of the matter was given to him by the natives, but it is too long for insertion here. Those mummies are now in the Smithsonian Institution, presented by the Alaska Commercial Company. These bodies were put into this cave, according to the people, in 1724 or 1725.—H. W. E.

tainous—the least important of this group; no bays, no streams, nothing but arries, sea-lions, and, at times, sea-otters. Between this island and Unaska is a rock where a great many sea-fowl breed, and sea-lions.

OOMNAK is the largest of the Aleutians. It has three high mountains; is very hilly, with a number of large lakes and streams. In 1805 the people were able to take 2,000 salmon every year, but now (1834) they cannot get more than 200 to 400; in the winter from 50 to 100. On the northeast side of the island, in the mountains, is a lake, on the bluff beaches of which amber is found. Everything grows on the island that is peculiar to Unalashka, save the willow. In the year some 50 black foxes are killed, 80 cross, and about 40 red. On the north shore and under Tuleeskoi Sopka is a large number of sea-lions, hair-seal, and sea-otters, from 10 to 40 annually killed. In older times the Aleuts used to get porphyry from the north-northwest side of Tuleeskoi for their weapons. There is less snow here than on Unalashka. A great many hot springs here; one on the north side is so hot that meat can be cooked in it. Under most of these springs is a subterranean noise.

Before the coming of the Russians on Oomnak there were twenty settlements, some of them quite large, like the one at Tuleeskoi, where there were so many people that they were able to take at one time all the meat and blubber of a large whale. At the present time (1834) there are only two villages, *Raychesnoi* and *Tuleeskoi*, altogether 109 souls. The former lies on the southwest side of the island, and a wooden church was built here in 1826; 13 huts and 3 bath-houses, under the supervision of Krukov, a creole, were built in 1834; 38 males and 45 females; they had plenty of hens and raised at times potatoes; fish quite scarce; crabs and sea-urchins abundant. They have plenty of roots, but at times are without oil, and cannot then cook or use the roots, and they frequently go a year without getting a whale. In the winter they go to *Samalga* and kill from 3 to 10 sea-otters. *Tuleeskoi*, on the east side, in 1834, had 11 men and 15 women. In 1830 there were 3 settlements on this island, on the south side, and on the island *Yeagovskie*. At *Samalga* in olden times (1794) there was a large settlement, 400 souls, but all are scattered and gone now. On the south side is a beach out upon which sea-otters used to come during the prevalence of furious gales of wind from that quarter.

BOGA SLOV ISLAND made its appearance first in 1796, (May,)

and was finished in 1825; is oval-shaped; no fresh water; sea-lions breed there.

**OONALASHKA.**—*Makooshin* is the highest mountain on the island; 5,475 feet; volcano. No one remembers of its having disturbed the settlement near it. In 1818 it made the earth tremble and a loud noise, but nothing more ensued. It can be ascended in August and September, when there is least snow and the winds do not blow so hard. A great many creeks and streams on the island, running down from the high hills to the sea; many pretty water-falls. There are twenty streams in which fish run up from the sea, independent of the trout found in all of them; salmon, salmon-trout, "keezoog," hump-backed salmon, and "hie-eks." Lakes on the island are nearly as numerous as the streams, and are frequently found high up in the mountains; many of them are very deep; one of them more than ten versts in circumference, and in this one no bottom was found.

Gulfs and bays on all sides of this island, especially on the north side, and more good ones than on any other island of the whole Aleutian chain; three are on the eastern side, *Beaver*, *Captain's*, and *Makooshin*. The first ship entered Captain's Harbor in 1769, Captain Layvashava. At *Oobiennah Bay* a squad of Aleuts destroyed a Russian ship. *Matreskenskayah Bay*, a great place for hump-backed salmon, and *Paystrokovskie*, two small bays distinguished by the coming of a great many whales; and from these bays to the west, about eight versts, are some small lakes, but very deep; all these bays are good places for ships to stand at anchor.

In *Starry Gavan* the first Russian ship entered in 1761. *Anglieskie Bay* is where Captain Cook anchored. *Chernovskie* is the finest harbor on the island, in the straits between Oomnak, and a dozen others, but of less importance. *Kahlecta Point* received its name because in a little bay under it a great many whales used to resort; this point is the land-mark for the harbor of Oonalashka. *Cheerful*, or *Jolly Point*, so called by the sailors who usually make it in a fog. It is made up of some thirty differently colored strata or layers, horizontal, distinguishing it from all other capes or points; from its very summit down to the water's edge, on one side, is a vivid green slope.

At *Morkrovskie Point*, to the southward in the hills, are the remains of a fossil elephant, and a little farther, trending from the southeast to the northwest, behold an elephant of the true kind, lying quite horizontally, over 14 feet wide, and about 10

above the water. At *Aspeetskie Point* the Russians found a stone slate which belonged to one of the first chiefs. The Russians also called the people living near this place "*Aspeet*."

The points on the southern side of Ounalashka are not well known; they are not safe to approach, on account of reefs and submerged rocks, which extend out to sea a long way, and the water breaks very heavily on them and on the cliffs.

Vegetation on Ounalashka is found everywhere, except on the summits of the highest mountains and the faces of steep cliffs. On the east side of the island, in Captain's Bay and part of Beaver Bay, the small willow grows best, berries, mushrooms, &c.

*Animals*.—Foxes, mice, (brought by the Russians,) cows, and rats; the latter came only in 1828, brought in the ship "*Finland*," and in less than two years they increased so that they got over to *Makooshin* settlement, a distance of over fifty versts, in spite of high, snowy ridges and high streams between, and attacks by foxes. The foxes on this island yield to the hunters about 500 annually; of these 100 are black, 250 cross, and 150 red. Of the water-animals, in early times there were great numbers of hair-seal, fur-seal, sea-otter, and sea-lions, but nowadays they come in such small numbers that from them all hardly more than a hundred skins are taken per annum. Sea-otters are found only on the southern side near the beach, and in very small numbers, as they come from the sea; sea-lions in less number and only in one place, on the southern side, not far from *Osofskie Bay*, on a rock separated from the beach by a narrow canal. Fur-seals used to come into the bays here until the discovery of the *Prybilov Islands*, and since then hardly a single one.

The island was not known earlier than 1760. In 1762 the Russians, who first discovered this place, were unhappily nearly exterminated, and in revenge for this the natives were nearly all destroyed in 1763 by *Solooyiat*, and the rest in the following year.

There are only two hot springs on the island; one on the point near *Makooshin* settlement has a little run of water and is not very hot; the other near a small lake back from Indian Bay, five versts from *Illoulook*, has a temperature of about 57° to 60°.

From a lake known to and spoken of by the Aleuts, near *Makrovskoi Gulf*, high up in the mountains, under the cliffs on

the eastern beach, is found the finest *amber*; hair-seals go up into the lake.

Near Makooshin Gulf, between a long tufa or breccia place or edge and *Tarahsovs koyan Bay*, in the mountains, is a lake on the beach of which is found native copper; and above this, in the mountains of the third range, also, is a lake, on the beach of which is found hollow stones which rattle when shaken, and in the cleft of a cliff or cave is seen the gleam of light, like water. On the south side of the island, near *Oin-nomaden Bay*, are two lakes also in the mountains, in one of which hair-seals go, and on the beach under the cliffs are found shining stones. In the mountains near Captain's Harbor is a lake on the beach of which white pearls were reported found, but in 1812 men were sent, in August, to look for them and found only ice.

In Beaver Bay, on the left side, near *Agamgeek Bay*, is a waterfall tumbling down from high cliffs, the water of which the Aleuts dare not drink for fear of death, and near this place stands a stone which is honored as a petrified devil.

There is a stream under Makooshin Mountain, on the north side, by the banks of which are iron bogs, and above them it is said native copper is found; back from Makooshin Gulf, in the mountains of the third range, mica ("sluda") is found.

Before the Russians came, in 1762, there were on this island twenty-four settlements, and altogether a great many people. Even as late as 1805, there were fifteen counted settlements, and in them 800 souls; but at present (1834) there are only ten, and in them only 470; and all of them placed, with one exception, on the west and northwest shores.

*Illou-look* is the head settlement. Solovayiah is said to have lived here. Built here (1834) is a wooden church, with bells; five houses, three magazines or warehouses; five "bar-rabkies," or huts, and one barn—all the property of the company. The head office for the whole Aleutian district is here, under a chief trader and three store-keepers. Twenty-seven yourts, or huts, belong to the creoles and Aleuts, 275 souls in number. (Male Aleuts, 90; females, 106; over them Russians and creoles, 75.) Here, with the exception of the Russian American Company's office at Sitka, was the first school. It was opened the 12th March, 1835; started in 1834 by 22 males, creoles and Aleuts. In this school no more than twelve boys could be brought together in 1835. There was a hospital with eight sick men attended by a surgeon, and a home for orphan



girls, with twelve of them in it. Some of the company's servants raised pigs, chickens, and ducks, and nearly all the housekeepers had a garden, where they raised turnips and potatoes. (In 1838, one hundred and twenty kegs were raised by the whole settlement.) The ground for the first church was prepared in 1825; church built in 1826; provided with bells, and pictures in gilt frames; built by the Aleuts.

The profits of this country, or settlement, in especial: from ten to forty fur-seals are taken every year as they come down from the north; the yield from the fish is not important; the river which comes down from the mountains in *Natikenskoi Bay* is the best place, and sometimes the dog-salmon are there in such numbers that it is difficult to get through the water. It is said that the river which is by this settlement used to be the best for fish; it is now spoiled.

Cod-fish are caught a long way out, as far as twenty to eighty "sajens,"\* and in late years in small numbers. A willow grows near the settlement, quite large, and, though the company have annually repaired and built with it some sixty baidars and over one hundred and twenty boxes, it is still abundant. For cattle this place is not very profitable, because, around this settlement, though grass grows earlier than elsewhere in the district, snow falls and lies from five to seven months, and the mowing has to be done in bad or hard places, and, on account of the rare occurrence of sunlight and the frequency of rains, hay-making is exceedingly difficult. Potatoes and turnips do not thrive in a noteworthy manner.

*Natielcouskoi* settlement lies on the west side of Captain's Harbor. It has two yourts and 15 souls, (6 males, 9 females.)

*Paistrakhovskie* is on the left side of Captain's Harbor; five yourts; 37 souls, (16 males, 21 females.) The mountain above it has a bowl-shaped crater, and in it is a lake.

*Vaysaylovskie* lies on the left side of the point of the same name; 15 souls, (7 males, 8 women.)

*Makooshenskoi* lies on the north side of Makooshin Gulf; built here, a yurt, barrabkie, store-house, and bath-house belonging to the company, and a trader stationed here. The Aleuts possess six yourts and six barrabkies; 35 souls, (15 males, 20 females.) Not far from the settlement, back from the mountains near the sea, pumice-stone is found. There were five settlements near this place in ancient times, excepting

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\* "Sajen," equivalent to seven feet.

*Starrie-chovskaho*, which existed up to 1805. They get from 80 to 150 foxes here, with varying grades of fur.

*Koshegenskoi* lies inside of Koshegenskah Gulf, on the left side, on a very even place, near the debouchure of a stream. The company has erected here a yourt, store-house, bath-house, and a barn belonging to it, which has a trader here, who attends to the business of all the southern part of the island. The Aleuts have eight yourts, and are 41 souls in number, (18 men, 23 women.) There are not many fish here; in the best days of salmon-running not over 300. Sometimes sea-lions lie on the south side. A small number of hair-seals are killed on the rocks. Roots in abundance. In 1833 the company introduced cattle here.

*Chernovskie*, on the northwest side of the island, has four yourts and 44 souls, (20 males, 24 females.) The harbor is elegant, but not always without danger to sailing-vessels; for, if caught outside in the straits, without wind, they may be carried against the cliffs of Oomnak Straits.

On the south side of Chernovskie stands a citadel, and to the north, a distance of 20 versts, near an old settlement, was found a copper chain, four links. This settlement is the poorest on the island. The principal subsistence is mussels. There is only one fish-stream, and that falls near the settlement.

*Emagenskoi* is in Captain's Harbor, 8 versts northeast from Illoulook, on a little bay of the same name; 32 souls (15 males, 17 females) live here in four yourts.

*Kahlechtsenskoi*.—Three yourts; 14 souls. A small stream here, where a great many fish are taken. Sometimes more than 2,000 salmon are secured. The natives frequently get whales here.

*Bobrovskie*.—Forty-one souls, (21 males, 20 females,) four yourts, and a few gardens; they get a small number of salmon-trout and dog-salmon in three small streams.

*Borka* or *Spirkin* lies on the south side of the island, divided from the mainland by a wide strait. This island stands out bold and abrupt, high from the sea. On the north shore are a few small bays; above one of them is the settlement, of six yourts, 44 souls, (17 males, 27 females.) They have a few gardens. Principal subsistence, sea-fish and mussels. On this island is found a green stone, irony, or blackish, shiny red, which the Aleuts require in painting their "*kamlaykas*."\*

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\* Skin shirts.

On AMAKNAK ISLAND were three settlements before the coming of the Russians in 1762, but now there are none; hogs run from April to October; on the little island to the west, *Ooknadak*, was a small settlement.

The KRAMETSIA ISLANDS are seven in number, lying between Ounalashka and Oonemak, viz: *Oonalga*, *Akootan*, *Akoon*, *Goloi*, *Avatanak*, *Teegalda*, and *Oogomak*. Akootan is the largest and most mountainous; the smallest and lowest is Oonalga, and all of them have inhabitants save Goloi and Oogomak; all have foxes save Goloi; the catch is from 180 to 250 yearly.

OONALGA has a small lake and three small streams, into which only salmon-trout run. The berries are "sheksa," (*Empetrum nigrum*,) salmon-berry, and "moroshkie," (*Rubus chamaemorus*.) Snow does not lie long here. The settlement is on the south side, on the cliffs; 3 yourts, 23 souls, (10 males, 13 females.) The little, bold rocky islands to the northeast of Oonalga are frequented by hair-seals; on only one of them is a spring of water. Ships can go all around these islands without danger; they are free from rocks or shoals.

AKOOTAN, a rough, rocky island, with a high volcano near the middle; the beaches are few and far between, and but little land fit for vegetation. Two lakes on it, with five streams; one bay on the south side; a few fish come into the streams. Berries of all kinds grow here, peculiar to this country; (from 40 to 60 foxes are killed here every year, the greater number red.) On the northeast side, in a small bay, are hot springs, coming from the mountains, with so high a temperature, that meat and fish can be cooked in them. On the very summit of the volcano are found small, but deep, lakes, and the place where the volcano breaks out strongly resembles the spout-hole of a huge whale, the ridge of the mountain resembling the back and head of this animal.

In old times there were 7 settlements, with 600 people; in 1810 there was but one, and in the present time (1834) but one, and this is on the north side, where a small stream runs down, surrounded by high and rugged mountains. This is the smallest settlement in this district, 13 souls, living on fish, which come into the streams and along the beach.

AKOON lies near Akootan; it is smaller, and the mountains not so high; one mountain, on the south side, always smokes, but the smoke is never noteworthy. The beach is mostly bluffs, rugged. The berries "moroshkie" and "zemlianeeka" are

found. Plenty of lakes, four large ones and five streams, into two of which fish run in small numbers. From 80 to 120 foxes are annually killed. In 1830 the people here captured two wolves; they must have been of only one sex, or they would have increased; these animals are very disagreeable, for they kill the foxes and spoil the traps. There were, long ago, eight settlements on this island, with more than 500 people, but now (1834) there are only three, with 85 souls, viz: *Artelnovakie*, southwest side of the island, on a high bluff, with two yourts, two barrabkies, and a bath-house, and a trader belonging to the company; the Aleuts have seven yourts, 32 souls, (16 males, 16 females.) The trader and a few Aleuts have a small garden. They sometimes capture a whale. *Raychesnoi* is on the north side, near a stream; five yourts built here and a few barrabkies, 37 souls, (19 males, 18 females.) *Seeraidenskoï* is inside of a bay of that name, looking out on Avatanak; two yourts and 16 souls. The people in both of these settlements live by the beach, depending upon it and a few hair-seals that may come around.

AVATANAK ISLAND has on its southeast side a hot spring, only open to view at low water. This is the only island where the Aleuts find red chalk. Above this island, near Akootan, are two remarkable rocks, "Ooshenadskie." On them in early times sea-lions were found, and one of them from all sides resembles a bell. This island lies between Goloi and Teegalda. From two lakes rises quite a stream on the north side, and which in old times was a great fish-place, and since the extermination of the Aleuts there by Salovayiah's comrade, Natoonbin, not a fish has come since. On the south side of the island sea-otters come, and on the island foxes of different colors, of which twenty to thirty are taken per annum. In early times three, not large settlements, were here; now there is but one, on the north side, and consists of five excellent yourts, and distinguished by their being all clean and free from blackness; 49 souls, (24 males and 25 females.) Vegetation here is not good. When during my last visit to this place, in 1833, I saw the signs or ruins of the yourt where Salovayiah and Natoonbin lived, and a woman was living then who had been a witness to their cruelty. A small island lies near Avatanak which a few hair seal repair to, and on the east side of it is found red chalk.

TEEGALDA lies east of Avatanak. It is next in size to Akootan. There are 3 lakes here from 300 to 1,000 sajens around,

and a small stream flows, from which about 1,000 fish are taken. All berries are found here except the huckleberry. From 50 to 70 foxes are killed here every year. The greatest number of them are black and black-haired. In the autumn and winter are plenty of "beach-geese," and in the spring "toondra geese." On the southwest side of this island is found stone-coal, and in the lake near the settlement is a red or golden ocher. In ancient times there were five settlements, in them over 500 people, but now there is only one, which lies on the north side, with a population of 92 souls, (39 males, 53 females.) They have a fine "kozarmie," (barrack,) well built and always kept clean; five yourts, a bath-house, and a few barrabkies. The number given above of these people includes those who were brought over from Oogamak in 1826. In this place are the ruins of an old yourt, 30 sajens (210 feet) long. Opposite the town, on the north side of the island, near Oogamak, is a number of steep, high rocks (28) or islets. On them the big burgomaster-gull breeds, and over 500 eggs are taken every year. On them are three green places only, and on many of these islands lie hair-seals, and on one of the northern ones are sea-lions. This is the chief supplying place for all these people here for winter-food. On them are no lakes or streams. On the north side is a greenish red used by the Aleuts for painting their hats.

**OOGAMAK.**—No water save a small spring; a small number of foxes (7) killed annually. On the island comes a larger number of hair-seals than are found on all the others. On the cliffs, sea-parrots breed, and over 500 are annually shot; on the low rocks sea-lions previously came in considerable numbers, one of which traveled over and back from the south to the north side of the island; a good many stay all winter. In early times on the island there were many people, but they have been growing less and less, so that now there are only 18.

**OONEMAK.**—This island was in old times the most densely populated of all these islands; there were 12 settlements. In 1831 the ruins of a "kozarmie" or barracks exhibited a length of over 600 sajens, (4,200 feet,) and yourts were from 12 to 30, and even 50 sajens. At the present time (1834) only one settlement, *Sheshal-dinskie*, with 71 souls, (30 males, 41 females,) who are poorest of all the Aleuts. They have but 2 yourts and 4 bidarkies, and the company has a trader here and two workmen; they have a yourt, a barrabkie, and "banio," (or bath-house.)

*Animals.*—Mice or lemmings, minks, Parry's marmot, rabbits,

wolves, bears, deer, land-otter, and red foxes, hair-seals on all sides; sea-lions in small numbers; on the south and northwest sides, where there are some lagoons, walrus are sometimes found; on the beaches of this island sea-otters came twice, first on the north beach, and second on the west. About the north shore is a considerable number of whales. From 80 to 150 foxes were killed per annum, 1 to 3 wolves, and a few minks and land-otters constitute the real hunting. Bears are plenty, but they are coarse and mostly red, (cinnamon.) The most valuable thing is the whalebone; but little, however, of this is found.

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NOTES UPON THE ANIMALS OF THE ALEUTIAN ISLANDS.

[Translated from Veniaminov's *Zapieska*, 1840.]

(Part 1, chap. xii, p. 68.) "The numbers of several kinds of animals are growing very much less in the present as compared with past time. For instance, the company here (Ounalashka) regularly killed more than a thousand sea-otters, (annually;) now (1840) from 70 to 150, (in 1832-1833 there were 175 to 200, and a long time previous to this such a number was not obtained;) and there was a time (1826) when the whole returns from the hunters of this Ounalashkan district were only 15 skins." "The company on the island of Saint Paul killed from 60,000 to 80,000 fur-seals per annum, and in the last season, (1836,) with all possible care in getting, they obtained only about 1,200. On the island of Saint George, instead of 40,000 or 35,000, only 33,000 (1,300†) were killed."

(Part 3, p. 529.) "The kind of deer here I have had a glimpse at, and I know that the large males do not weigh more than three poods,\* (108 pounds.) They go to several islands of the Shumagin group, Oonemak, and all over the peninsula, (Alaska.)

"*Bear*.—Here all have patched and harsh fur, and are found on Oonemak and the peninsula; they are also very quiet and seldom go for man. The hunters are only afraid of those which have *torn ears*. They eat meat, fish, and roots. At the time of salmon running in the rivers, bears generally go there and capture fish. The bears go into the water above their knees, stand up opposite the stream, and watch a fit opportunity when they can

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\* This is an error obviously; they will weigh from 216 to 324 pounds.—H. W. E.

grab or snatch the fish, which, when they see it near, they instantly strike at it with their paws and most always hit; then they either throw or carry their prey to the beach and return to continue their work until they have as many as they want. With the last fish they go to the bank and begin to eat. After killing the fishes the bears eat only the heads, because this is the fattest part.

"Bears in the winter sleep in dens, anywhere under cliffs, in holes, or caves; but I have heard that they have been sometimes seen walking about in the winter.

"Foxes may be divided into *black*, *cross*, and *red*, the greater part red. They are caught in two ways, i. e., guns and traps; the latter is the best method, and by it the most are secured. Hunting-season is in the fall and winter, when they are in new and full fur. Trapping-season begins about 5th October and continues as long as the snow lasts.

"*Blue foxes* are confined to the Prybilov Islands, on Saint George especially, where they annually kill about 1,500. It is said that when these islands were first discovered there was naught but blue foxes there, of most excellent quality; but a few winters afterward came white foxes, which breed very rapidly, and in a great measure spoiled the fur; that now the fur which once was called *blue* is called *smoky*.

"*Sea-otters* are distinguished above everything on account of their great value and small numbers. There was a time when they were killed in thousands, now only by hundreds. There are plenty of places where before there were great numbers of sea-otters; now not one is to be seen or found. The reason for this is most evident: every year hunted without rest, they have fled to places unknown and without danger.

"*Land-otters* are found only on the Shumagins, Oonemak, and the peninsula in this Aleutian district. They do not live in the sea, but are found in the lakes and go close to the sea; they have longer feet or limbs, and can run on land better than any of the other animals (amphibious) of their class. Of the number taken in this district there is no true record, but in the best years they do not get over 100. They are hunted, like foxes, with guns and traps, but they are very strong and full of life."

## INDIAN TARIFF.

The following table shows the prices paid by the Russian-American Company in the Alaskan Territory, where it had no competition. (The quotations are in paper rubles—to 20 cents each, (100 kopecks make a ruble;) a silver ruble is equal to about 75 cents.)

	1804.	1827.	1836.	1850.	Now (1874) the natives receive—
	<i>R. kop.</i>	<i>R. kop.</i>	<i>R. kop.</i>	<i>R. kop.</i>	
Sea otter, prime .....	10 00	20 00	30 00	50 00	\$40 each.
one year old .....	4 00	10 00	15 00	25 00	\$10 each.
six months old .....	0 60	2 00	3 00	3 00	\$2.50 each.
Fur-seals, five to three years .....	0 20	0 50	0 75	0 75	40 cents to \$3 each.
two to one year .....	0 20	0 40	0 50	0 50	Do.
Martens, very best .....	0 20	0 50	0 50	1 00	From \$1.50 to \$3 each.
Beavers, best .....	1 20	2 50	4 00	4 00	From 50 cents to — each.
Land-otter, best .....	1 60	3 20	4 60	6 00	From \$2 to \$2.50 each.
Bears, big black .....	2 00	4 00	4 00	5 00	From \$3 to \$5 each.
Lynx .....	0 80	3 00	3 00	5 00	From \$1 to \$2.50 each.
Mink, best .....	0 20	0 30	0 25	0 50	From 50 cents to \$1.50 each.
Foxes, extra black .....			9 00	10 00	From \$40 to \$100 each.
blue .....	0 20	1 00	1 00	0 50	40 cents each.
silver, extra .....	1 00	3 00	3 00	3 90	From \$3 to \$10 each.
red, extra .....	0 75	1 50	2 00	3 00	From \$1 to \$1.50 each.
Wolves, extra .....	1 00	1 00	2 00	4 00	From \$2 to \$5 each.
Wolverines, extra .....	0 80	2 00	2 00	4 00	Do.

Where this company had competition, however, the prices ranged quite high, to wit: At Sitka, for sea-otter, 140 to 150 *silver* rubles; beaver, from 2 to 18 rubles; land-otters, 2 to 18; mainland-foxes, black, 2 to 36 rubles; silver foxes, 3 to 18; red, 2 rubles to 50 kopecks; martens, 50 kopecks to 3 rubles; lynx, from 3 to 9 rubles; bears, 1 to 18 rubles; wolverines, 2½ to 18 rubles; (these quotations are all in silver rubles.)

The value of staple furs of Alaska in the Chinese market during 1799 was—

Sea-otter, prime, \$75 to \$100 each.

Fur-seal, prime, \$3.50 to \$3.75 each.

This is interesting, as the value of a dollar has not changed since that time in that country, and sea otter sells to-day at about the same rate as given.

Few fur-seals are sold in this market now, but the great bulk of the sea-otter catch of the Kuriles goes into China. They do not possess the art of dressing the former well, and were in the habit of wearing them simply tanned. The Chinese for all un-



dressed furs, like marten, beaver, &c., offer one of the best cash markets in the world; indeed, all the early trade of Alaska went into China, both from Russian, French, and English traders.

The following table shows the number of sea-otters and fur-seals secured off the coasts of California and Oregon by the Russians during the period of their occupation of Ross, or Bodega, in California, from 1824 to 1834 inclusive:

	1824.	1825.	1826.	1827.	1828.	1829.	1830.	1831.	1832.	1833.	1834.
Sea-otters .....	475	500	287	9	1	18	12	112	1	187	220
Sea-otters, young..	.....	.....	13	3	.....	5	4	.....	.....	34	35
Fur-seals .....	1,050	455	290	.....	210	287	.....	205	118	54	.....

During the last forty years there have been no sea-otters to speak of taken on the Californian coast; and in 1835 the last fur-seals, fifty-four in number, were taken on the Farallones, two small rocky islets off the mouth of San Francisco Harbor. Hunters along the coast of Oregon still continue, however, to shoot a few annually, but at restricted localities, as on the small reach of coast at Gray's Harbor, where nearly all that are now obtained from the whole district are found.

## THE FUR-SEAL ROOKERIES OF THE SOUTH ATLANTIC.

While the *Callorhinus* is found in such great numbers in the North Pacific, there is nothing of its genus found in the waters of the North Atlantic, and none to speak of in the South Pacific, and to-day the whole number found elsewhere than Alaska is quite small, though in early days, some hundred years ago, when the fur-seal was first discovered on the South Shetland Islands, they were so abundant and so numerous that hundreds of thousands were annually taken—taken without the slightest regard to sex or condition, although the skins were not of great value then. So numerous were these animals that for over fifty years an immense number, several hundred thousand skins, were yearly secured in this reckless, ruinous fashion, and it was not until the beginning of the last decade that the supply grew so small that scarcely a vessel of the former fleets remained on the ground; and last season, the winter of 1873-'74, less than 15,000 were gathered from the ground upon which many millions of fur-seals were found forty years ago resting and breeding.

The government of Buenos Ayres has from the first protected and cared for a small rookery of fur-seals under the bluffs at Cabo Corrientes, on its coast, where some 5,000 to 8,000 are annually taken, but the seals here have no hauling-grounds like those on Saint Paul; they are taken with much labor under the high cliffs of this portion of the coast. This is the only government aid and care that the seals have ever received outside of Bering Sea. The following extract shows the way in which the fur-seals of the south came into notice:

“Soon after Captain Cook’s voyage in the *Resolution*, performed in 1771, he presented an official report concerning New Georgia, in which he gave an account of the great number of elephant-seals and fur-seals which he had found on the shores of that island. This induced several enterprising merchants to fit out vessels to take them; the former for their oil, the latter for their skins. Captain Weddell states that he had been credibly informed that during a period of about fifty years not less than 20,000 tons of oil were procured annually from this spot alone for the London market, which, at a moderate price, would yield about £1,000,000 a year.

"Seal-skins are very much used in their raw state as articles of apparel by the natives of the polar zones; when tanned, they are used extensively in making shoes; and the Eskimo have a process by which they make them water-proof, (?) so that, according to Scoresby, the jackets and trousers made of them by these people are in great request among the whale-fishers for preserving them from oil and wet. But the skins are not only used in this raw and tanned state as leather; on account of their silky and downy covering, they constitute still more important articles connected with the fur-trade. Thus considered, seal-skins are of two kinds, which may be distinguished as *hair-skins* and *fur-skins*; the former are used as clothing and ornament by the Russians, Chinese, and other nations, and the latter yield a fur which we believe exceeds in value all others which have been brought into the market. Many seals supply nothing but hair, while others in different proportions produce both the hair, and underneath it soft and downy fur. The majority, we believe, are to be considered merely as hair-skins, similar to the bear or sable, and of these some are excellent of their kind and much prized."—*Hamilton's Amphibious Mammalia*, Edinburgh, 1839.

With regard to the manner in which the business was carried on down here we find in the *Encyclopædia Britannica* the following facts: "From about the year 1806 till 1823 an extensive trade was carried on in the South Seas in procuring seal-skins; these were obtained in vast abundance by the first traders and yielded a very large profit. The time was when cargoes of those skins yielded five or six dollars apiece in China, and the present price in the English market averages from 30 to 50 shillings per skin. The number of skins brought off from Georgia cannot be estimated at fewer than 1,200,000; the island of Desolation has been equally productive, and, in addition to the vast sums of money which these creatures have yielded, it is calculated that several thousand tons of shipping have annually been employed in the traffic."

An English writer in 1839 calls attention to the deplorable and ruinous management of affairs on the great rookeries of the South Pacific in the following strong terms:

"It may be considered superfluous to read a lecture to the trader upon a matter so nearly touching his own interest; and yet there is one point, at the same time, which forms so essential a part of my subject, that we cannot withhold a word or

two. These valuable creatures (fur-seals) have often been found frequenting some sterile islands in innumerable multitudes. By way of illustration, I shall refer only to the fur-seal as occurring in South Shetland. On this barren spot their numbers were such that it has been estimated that it could have continued permanently to furnish a return of 100,000 furs a year; which, to say nothing of the public benefit, would have yielded annually a very handsome sum to the adventurers. But what do these men do? In two short years, 1821 and 1822, so great is the rush that they destroy 320,000. They killed all, and spared none. The moment an animal landed, though big with young, it was destroyed. Those on shore were likewise immediately dispatched, though the cubs were but a day old. These, of course, all died, their number, at the lowest calculation, exceeding 100,000. No wonder, then, at the end of the second year the animals in this locality were nearly extinct. So is it in other localities, and so with other seals, and so with the oil-seals, and so with the whale itself, every addition only making bad worse. All this might easily be prevented by a little less barbarous and revolting cruelty, and by a little more *enlightened* selfishness.

“With regard to this seal-fishery of the south, the English and Americans have exclusively divided it between them, and with very great profits. It has lately been stated (1839) that they together employ not fewer than sixty vessels in the trade, of from 250 to 300 tons burden. These vessels are strongly built, and have each six boats, like those of the whalers, together with a small vessel of 40 tons, which is put in requisition when they reach the scene of their operations. The crew consists of about twenty-four hands; their object being to select a fixed locality from which to make their various *batteaus*. Thus it is very common for the ship to be moored in some secure bay and be partially unrigged, while at the same time the furnaces, try-pots, &c., required for making the oil are placed on shore. The little cutter is then rigged and manned with about half the crew, who sail about the neighboring islands and send a few men here and there on shore where they may see seals or wish to watch for them. The campaign frequently lasts for three years, and in the midst of unheard-of privations and dangers. Some of the crew are sometimes left on distant barren spots, the others being driven off by storms. They are left to

perish or drag out for years a most precarious and wretched existence."\*

This gives a very fair idea of the manner in which the business was conducted in the South Pacific. How long would our sealing interests in Bering Sea withstand the attacks of such a fleet of sixty vessels, carrying from twenty to thirty men each? Not over two years. The fact that these great southern rookeries withstood and paid for attacks of this extensive character during a period of over twenty years speaks eloquently of the millions upon millions that must have existed in the waters now almost deserted by them.

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\* Robert Hamilton, *Amphibious Mammalia*, Edinburgh, 1839.

THOUGHTS UPON POSSIBLE MOVEMENTS OF THE  
FUR-SEALS IN THE FUTURE.

As these animals live and breed upon the Prybilov Islands, certain natural conditions of landing-ground and climate appear from my study of them to be necessary to their existence and perpetuation. From my surveys made upon the islands to the north, Saint Matthew's and Saint Lawrence, and the authentic corroborating testimony of those who have visited all of the mainland-coast on our side as well as the islands adjacent, including the Peninsula and the Aleutian Archipelago, I have no hesitation in stating that the fur-seal cannot breed on any other land than that now resorted to within our boundary-lines; the natural obstacles are insuperable. Therefore, so far as our possessions extend, we have in the Prybilov group the only eligible land on which the fur-seal can repair for breeding, and on Saint Paul alone there is still room enough vacant for the accommodation of ten times as many as we find there now.

But we know that to the westward, and within the jurisdiction of Russia, are two islands—one very large—on which the fur-seal regularly breeds also, and though, from the meager testimony in our possession, we are told that it is in small numbers only, still, if the land be as suitable for the reception of the rookeries as is that of Saint Paul, then what guarantee have we that at some future time the seal-life on Copper and Bering Islands may not be greatly augmented by a corresponding diminution of our own with no other than natural causes operating? Certainly, if the ground on either Copper or Bering Island is as well suited for the wants of the breeding fur-seal as is that on Saint Paul, then I say that we may at any time note a diminution here and find a corresponding augmentation there, for I have clearly shown, in my chapter on the habits of these animals, that they are not particularly attached to the respective places of their birth, but that they land with an instinctive appreciation of its fitness as a whole. The want of definite knowledge in regard to the character of the Russian islands is a serious drawback to any correct generalization as to the limit of migration, and they ought to be examined intelligently with this view, for if these Russian islands do not present any considerable area of eligible breeding-ground as on Saint Paul, then we know that they will never be resorted to

by any great numbers of the fur-seal, not at least while so much good rookery-ground on the American side is vacant as is the case now.

If we, however, possess virtually all the best-situated ground, then we can count upon retaining the seal-life as we now have it, and in no other way; for it is not unlikely that some season may occur when an immense number of the fur-seals which have lived during the last four or five years on the Prybilov Islands should be deflected from their usual feeding-range by the shifting of schools of fish, &c., so as to bring them around quite close to the Asiatic seal-grounds in the spring, and the scent from those rookeries would act as a powerful stimulant for them to land there, where conditions for their breeding may be as favorable as desired by them. Such being the case, this diminution which we would notice on the Prybilov group would be the great increase observed here, and not due to any mismanagement on the part of the men in charge of these interests. Thus it appears to me necessary that definite knowledge concerning the Commander Islands and the Kuriles should be possessed; without it, I should not hesitate to say that any report made by an agent of the Department as to a visible diminution of the seal-life on the Prybilovs, due, in his opinion, to the effect of killing, as it is conducted, was without good foundation; that this diminution would have been noticed just the same in all likelihood had there been no taking of seals at all on the islands, and that the missing seals are more than probably on the Russian grounds.

If we find, however, that the character of this Russian seal-land is restricted to narrow beach-margins under bluffs, as at Saint George, then we know that a great body of seals will never attempt to land there when they could not do so without suffering, and therefore, with this correct understanding to start on, we can then feel alarmed with good reason should we observe a diminution to any noteworthy degree on Saint Paul.

I do not think, however, that we will be called upon to look into this question for an indefinite time to come, though it may come soon; but the seals undoubtedly feed in systematic routine of travel from the time they leave the Prybilov Islands until their return, and therefore, in all probability, unless the fish upon which they feed suddenly become scarce in our waters on soundings, they (the seals) will not change their base as mat-

ters now progress, but it cannot be considered superfluous to call up this question for discussion and future thought.

In the mean time the movements of the seals upon the several breeding-grounds of Saint Paul and Saint George should be faithfully noted and recorded every year, and the question of their increase or diminution will be soon settled beyond all theory or cavil. This action on the part of the Government agent up there is of the first importance. The counting of the skins is done alike twice over, by the company in the presence of the natives, and then again in San Francisco by the custom-house officials there, and heavy bonds and self-interest would prevent any attempt at transgression of law, even if an apparent chance was offered; but the company is not bound to submit a report every year to the Treasury Department upon the condition of the seal-life there, and although it does take intelligent cognizance of this matter, still no weight could be attached to any statement that it might make, for the simple reason of the cry that would be raised of interested machination if so done.

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AN ACT to prevent the extermination of fur-bearing animals in Alaska.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That it shall be unlawful to kill any fur-seal upon the islands of Saint Paul's and Saint George's, or in the waters adjacent thereto, except during the months of June, July, September, and October, in each year; and it shall be unlawful to kill such seals at any time by the use of fire-arms, or use other means tending to drive the seals away from said islands: *Provided,* That the natives of said islands shall have the privilege of killing such young seals as may be necessary for their own food and clothing during other months, and also such old seals as may be required for their own clothing and for the manufacture of boats for their own use, which killing shall be limited and controlled by such regulations as shall be prescribed by the Secretary of the Treasury.

SEC. 2. *And be it further enacted,* That it shall be unlawful to kill any female seal, or any seal less than one year old, at any season of the year, except as above provided; and it shall also be unlawful to kill any seal in the waters adjacent to said islands, or on the beaches, cliffs, or rocks where they haul up from the sea to remain; and any person who shall violate



either of the provisions of this or the first section of this act, shall be punished on conviction thereof, for each offense, by a fine of not less than two hundred dollars nor more than one thousand dollars, or by imprisonment not exceeding six months, or by both such fine and imprisonment at the discretion of the court having jurisdiction and taking cognizance of the offense; and all vessels, their tackle, apparel, and furniture, whose crew shall be found engaged in the violation of any of the provisions of this act, shall be forfeited to the United States.

SEC. 3. *And be it further enacted*, That for the period of twenty years from and after the passage of this act the number of fur-seals which may be killed for their skins upon the island of Saint Paul's is hereby limited and restricted to seventy-five thousand per annum; and the number of fur-seals which may be killed for their skins upon the island of Saint George's is hereby limited and restricted to twenty-five thousand per annum: *Provided*, That the Secretary of the Treasury may restrict and limit the right of killing, if it shall become necessary for the preservation of such seals, with such proportionate reduction of the rents reserved to the Government as shall be right and proper; and if any person shall knowingly violate either of the provisions of this section, he shall, upon due conviction thereof, be punished in the same way as is provided herein for a violation of the provisions of the first and second sections of this act.

SEC. 4. *And be it further enacted*, That immediately after the passage of this act the Secretary of the Treasury shall lease, for the rental mentioned in section 6 of this act, to proper and responsible parties, to the best advantage of the United States, having due regard to the interests of the Government, the native inhabitants, the parties heretofore engaged in the trade, and the protection of the seal-fisheries, for a term of twenty years from the 1st day of May, 1870, the right to engage in the business of taking fur-seals on the islands of Saint Paul's and Saint George's, and to send a vessel or vessels to said islands for the skins of such seals, giving to the lessee or lessees of said islands a lease duly executed, in duplicate, not transferable, and taking from the lessee or lessees of said islands a bond, with sufficient sureties, in a sum not less than \$500,000, conditional for the faithful observance of all the laws and requirements of Congress and of the regulations of the Secretary of the Treasury touching the subject-matter of taking fur-seals and disposing of the same, and for the payment of all taxes and

dues accruing to the United States connected therewith. And in making said lease the Secretary of the Treasury shall have due regard to the preservation of the seal-fur trade of said islands, and the comfort, maintenance, and education of the natives thereof. The said lessees shall furnish to the several masters of vessels employed by them certified copies of the lease held by them, respectively, which shall be presented to the Government revenue-officer for the time being who may be in charge at the said islands, as the authority of the party for landing and taking skins.

SEC. 5. *And be it further enacted*, That at the expiration of said term of twenty years, or on surrender or forfeiture of any lease, other leases may be made in manner as aforesaid for other terms of twenty years ; but no persons other than American citizens shall be permitted, by lease or otherwise, to occupy said islands, or either of them, for the purpose of taking the skins of fur-seals therefrom, nor shall any foreign vessel be engaged in taking such skins ; and the Secretary of the Treasury shall vacate and declare any lease forfeited if the same be held or operated for the use, benefit, or advantage, directly or indirectly, of any person or persons other than American citizens. Every lease shall contain a covenant on the part of the lessee that he will not keep, sell, furnish, give, or dispose of any distilled spirits or spirituous liquors on either of said islands to any of the natives thereof, such person not being a physician and furnishing the same for use as medicine ; and any person who shall kill any fur-seal on either of said islands, or in the waters adjacent thereto, (excepting natives as provided by this act,) without authority of the lessees thereof, and any person who shall molest, disturb, or interfere with said lessees, or either of them, or their agents or employés in the lawful prosecution of their business, under the provisions of this act, shall be deemed guilty of a misdemeanor, and shall for each offense, on conviction thereof, be punished in the same way and by like penalties as prescribed in the second section of this act ; and all vessels, their tackle, apparel, appurtenances, and cargo, whose crews shall be found engaged in any violation of either of the provisions of this section, shall be forfeited to the United States ; and if any person or company, under any lease herein authorized, shall knowingly kill, or permit to be killed, any number of seals exceeding the number for each island in this act prescribed, such person or company shall, in addition to the penalties and forfeitures aforesaid, also forfeit the whole

number of the skins of seals killed in that year, or, in case the same have been disposed of, then said person or company shall forfeit the value of the same. And it shall be the duty of any revenue-officer, officially acting as such on either of said islands, to seize and destroy any distilled spirits or spirituous liquors found thereon: *Provided*, That such officer shall make detailed report of his doings to the collector of the port.

SEC. 6. *And be it further enacted*, That the annual rental to be reserved by said lease shall be not less than \$50,000 per annum, to be secured by deposit of United States bonds to that amount, and in addition hereto a revenue tax or duty of two dollars is hereby laid upon each fur-seal skin taken and shipped from said islands during the continuance of such lease, to be paid into the Treasury of the United States; and the Secretary of the Treasury is hereby empowered and authorized to make all needful rules and regulations for the collection and payment of the same, for the comfort, maintenance, education, and protection of the natives of said islands, and also for carrying into full effect all the provisions of this act: *Provided further*, That the Secretary of the Treasury may terminate any lease given to any person, company, or corporation, on full and satisfactory proof of the violation of any of the provisions of this act or the rules and regulations established by him: *Provided further*, That the Secretary of the Treasury is hereby authorized to deliver to the owners the fur-seal skins now stored on the islands, on the payment of one dollar for each of said skins taken and shipped away by said owners.

SEC. 7. *And be it further enacted*, That the provisions of the seventh and eighth sections of an act entitled "An act to extend the laws of the United States relating to customs, commerce, and navigation over the territory ceded to the United States by Russia, to establish a collection-district therein, and for other purposes," approved July 27, 1868, shall be deemed to apply to this act; and all prosecutions for offenses committed against the provisions of this act, and all other proceedings had because of the violations of the provisions of this act, and which are authorized by said act above mentioned, shall be in accordance with the provisions thereof; and all acts and parts of acts inconsistent with the provisions of this act are hereby repealed.

SEC. 8. *And be it further enacted*, That the Congress may at any time hereafter alter, amend, or repeal this act.

Approved, July 1, 1870.

BY-LAWS OF THE ALASKA COMMERCIAL COMPANY,  
SAN FRANCISCO, CALIFORNIA.

I. The corporate name of this company is the Alaska Commercial Company, and its affairs are under the control of five trustees, who shall hereafter be chosen by the stockholders of the company on the second Wednesday of June in each year, and who shall hold office until their successors are elected. The annual meetings of the stockholders shall be held at the office of the company. At all elections of trustees by the stockholders each stockholder shall be entitled to one vote for every share of stock held by him on the books of the company. Stockholders may vote by proxy. All proxies shall be signed by the party owning the stock represented.

II. The principal place of business of the company is San Francisco, California.

III. The regular meetings of the board of trustees will be held at the office of the company on the first Wednesday in each month, at 12 o'clock m., and no notice of such meeting to any of the trustees shall be requisite. Other meetings of the board of trustees may be held upon the call of the president, by notice, signed by him, of the time and place of meeting, personally served on each trustee residing within this State, or published in a newspaper of general circulation in San Francisco for ten days successively next preceding the day of such meeting. Special meetings may be held upon notice, signed by three trustees, stating the time and place of meeting, and the purpose for which the meeting is called, having been duly served on each trustee, or published in a newspaper of general circulation in San Francisco for ten days successively next preceding the day of meeting, and no business other than that specified in the notice shall be transacted at such special meeting. At all meetings of the board any three of the trustees being present shall constitute a quorum for the transaction of the business of the company. Adjourned meetings may be held in pursuance of a resolution of the board adopted at any regular or general meeting of the board. Any three trustees elected at any annual meeting of the stockholders of the company, and being present at the close of such stockholders' meeting, may, on the same day, without notice to any of the trustees, meet and organize the board by the election of officers, and

may transact such other business as may come before the board at such meeting.

IV. The officers of the company shall consist of a president, a vice-president, and a secretary, who shall be chosen by the board of trustees at their first meeting after the annual election of trustees; such officers to hold office one year, or until their successors are elected.

V. The president, or in his absence the vice-president, shall preside at the meetings of the board. In case neither are present, the board may appoint a president *pro tempore*.

VI. All vacancies in the board may be filled by the board at the next meeting after the existence of such vacancy, and it shall require the affirmative vote of three trustees to elect. In case of any vacancy occurring among the officers or agents of the company, the same may be filled at any meeting of the board.

VII. All certificates of the capital stock of the company shall be signed by the president and secretary, attested by the corporate seal of the company, and can be issued to the parties entitled thereto or their authorized agent. All transfers of stock shall be made on the books of the company by the secretary, upon surrender of the original certificate or certificates, properly indorsed by the party in whose favor the same was issued. No stock shall be transferred to any person not a stockholder of the company at the time of such transfer, unless the same shall have been offered for sale to the company, or stockholders of the company, and the purchase at the fair cash or market value refused, except by authority of a resolution of the board of trustees permitting such transfer.

VIII. The corporate seal of the company consists of a die of the following words: "Alaska Commercial Company, San Francisco, California."

IX. The corporate seal, and all property, securities, interests, and business of the company, shall be under the control and general management of the president, subject to the direction of the board of trustees. The funds of the company shall be deposited (from time to time, as they are received) to the credit of the company, with a bank doing business in San Francisco, to be designated by the president, and the said funds can be drawn from such bank only by proper checks or drafts, signed by the president or vice-president of the company. The books of the company shall be kept by the secretary, who shall

also keep a correct record of all the proceedings of the board of trustees had at their meetings, and perform such other duties as the board of trustees may require.

X. The pay and salaries of all officers of the company shall be determined, from time to time, by the board of trustees.

XI. The president of the company shall have power to appoint and employ such general business agents, factors, attorneys, clerks, and other employés as he may deem proper and requisite for conducting the business and affairs of the company; and he shall fix the pay, commissions, or salaries of all such agents, factors, attorneys, clerks, and other employés, from time to time, as circumstances shall require.

XII. All transfers of the capital stock of this company made to persons not citizens of the United States, or made for the use or benefit of any citizen or citizens of any foreign government, are absolutely void.

XIII. Dividends from the net profits of the company may be declared and paid by order of the board of trustees, in accordance with law.

XIV. These by-laws may be altered or amended by the board of trustees in the manner prescribed by law.

18 AL

## REGULATIONS.

OFFICE ALASKA COMMERCIAL COMPANY,  
*San Francisco, January, 1872*

The following regulations are prescribed for the guidance of all concerned :

1. The general management of the company's affairs on the islands of Saint Paul's and Saint George's is intrusted to one general agent, whose lawful orders and directions must be implicitly obeyed by all subordinate agents and employés.

2. Seals can only be taken on the islands during the months of June, July, September, and October in each year, except those killed by the native inhabitants, for food and clothing, under regulations prescribed by the Secretary of the Treasury.

Female seals and seals less than one year old will not be killed at any time, and the killing of seals in the waters surrounding the islands, or on or about the rookeries, beaches, cliffs, or rocks, where they haul up from the sea to remain, or by the use of fire-arms, or any other means tending to drive the seals away from the islands, is expressly forbidden.

3. The use of fire-arms on the islands, during the period from the first arrival of seals in the spring-season until they disappear from the islands in autumn, is prohibited.

4. No dogs will be permitted on the islands.

5. No person will be permitted to kill seals for their skins on the islands, except under the supervision and authority of the agents of the company.

6. No vessels other than those employed by the company, or vessels of the United States, will be permitted to touch at the islands, or to land any persons or merchandise thereon, except in cases of shipwreck or vessels in distress.

7. The number of seals which may be annually killed for their skins on Saint Paul's Island is limited to seventy-five thousand, and the number which may be so killed on Saint George's Island is limited to twenty-five thousand.

8. No persons other than American citizens, or the Aleutian inhabitants of said islands, will be employed by the company on the islands in any capacity.

9. The Aleutian people living on the islands will be employed by the company in taking seals for their skins, and they will be paid for the labor of taking each skin and delivering the same at the salt-house forty cents, coin, until otherwise ordered by the Secretary of the Treasury. For other labor performed for the company, proper and remunerative wages will be paid, the amount to be agreed upon between the agents of the company and the persons employed. The working-parties will be under the immediate control of their own chiefs, and no compulsory means will ever be used to induce the people to labor. All shall be free to labor or not, as they may choose. The agents of the company will make selection of the seals to be killed, and are authorized to use all proper means to prevent the cutting of skins.

10. All provisions and merchandise required by the inhabitants for legitimate use will be furnished them from the company's stores, at prices not higher than ordinary retail prices at San Francisco, and in no case at prices above 25 per cent. advance on wholesale or invoice prices in San Francisco.

11. The necessary supplies of fuel, oil, and salmon will be furnished the people *gratis*.

12. All widows and orphan children on the islands will be supported by the company.

13. The landing or manufacture on the islands of spirituous or intoxicating liquors or wines will under no circumstances be permitted by the company, and the preparation and use of fermented liquors by the inhabitants must be discouraged in every legitimate manner.

14. Free transportation and subsistence on the company's vessels will be furnished all people, who at any time desire to remove from the islands to any place in the Aleutian group of islands.

15. Free schools will be maintained by the company eight months in each year, four hours per day, Sundays and holidays excepted, and agents and teachers will endeavor to secure the attendance of all. The company will furnish the necessary books, stationery, and other appliances for the use of the schools without cost to the people.

16. The physicians of the company are required to faithfully attend upon the sick, and both medical attendance and medicines shall be free to all persons on the islands; and the ac-



ceptance of gratuities from the people for such services is forbidden.

17. The dwelling-houses now being erected by the company, will be occupied by the Aleutian families, free of rent or other charges.

18. No interference on the part of agents or employés of the company, in the local government of the people on the islands, or in their social or domestic relations, or in their religious rites or ceremonies, will be countenanced or tolerated.

19. It is strictly enjoined upon all agents and employés of the company to at all times treat the inhabitants of the islands with the utmost kindness, and endeavor to preserve amicable relations with them. Force is never to be used against them, except in defense of life, or to prevent the wanton destruction of valuable property. The agents and employés of the company are expected to instruct the native people in household economy, and, by precept and example, illustrate to them the principles and benefits of a higher civilization.

20. Faithful and strict compliance with all the provisions and obligations contained in the act of Congress entitled "An act to prevent the extermination of fur-bearing animals in Alaska," approved July 1, 1870, and the obligations contained in the lease to the company executed in pursuance of said act, and the regulations of the Secretary of the Treasury, prescribed under authority of said act, is especially enjoined upon all agents and employés of the company. The authority of the special agents of the Treasury appointed to reside upon the islands must be respected, whenever lawfully exercised. The interest of the company in the management of the seal-fisheries being identical in character with that of the United States, there can be no conflict between the agents of the company and the agents of the Government, if all concerned faithfully perform their several duties and comply with the laws and regulations.

21. The general agent of the company will cause to be kept books of record on each island, in which shall be recorded the names and ages of all the inhabitants of the islands, and, from time to time, all births, marriages, and deaths which may occur on the islands, stating, in cases of death, the causes of the same. A full transcript of these records will be annually forwarded to the home office at San Francisco.

22. Copies of these regulations will be kept constantly posted

in conspicuous places on both islands, and any willful violation of the same by the agents or employes of the company will be followed by the summary removal of the offending party.

JOHN F. MILLER,

*President Alaska Commercial Company.*

NOTE.—Sections 2 and 7 of the above regulations were based upon the law of July 1, 1870; but since then Congress has given the Secretary of the Treasury the power to fix the ratio for each island upon a more intelligent understanding of the subject—and also to extend the time for taking from the 1st of June up to the 15th of August.—H. W. E.





















